



Control Number: 52282



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52282



BHC Property Management, LLC

Providing a Circle of Service to the Property Management Industry

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2021 JUN 29 PM 12:40

PUBLIC UTILITY COUNSEL
FILING CLERK

June 24, 2021

REGULATORY SERVICES Via Fax #512.936.7003

RE: Excessive Winter Storm Electricity Fee of \$107,078.89 by Engie Energy

Accounts:

B'nai B'rith Senior Housing Committee of Houston, Inc. d/b/a Goldberg B'nai B'rith Towers

Located at 10909 Fondren Rd. Houston, TX 77096

Phone # 713.771.2417 Contact: Phyllis Davis – 251.689.5340

Goldberg Towers has four (4) electric Fixed Rate accounts with Engie: **(Contract Enclosed)**

Account# 0000148935

Account# 0000148936

Account# 0000148937

Account# 0000148938

This letter represents notification of excessive electricity billing by Engie Energy – P.O. Box 17867 San Antonio, TX 78217 with local Houston Offices of: 1360 Post Oak Boulevard, Suite 400 Houston, TX 77056 For Goldberg B'nai B'rith Towers located at 10909 Fondren Rd. Houston, TX 77096.

I am the Management Agent (BHC Property Management, LLC); Phone 251.689.5340 and Email of Phyllis.davis@blueheroncircle.com on behalf of Goldberg B'nai B'rith Towers. GBBT is a HUD Subsidized 302-unit apartment property, 501(c)(3) non-profit to house those elderly and disabled who are low income.

On May 27, 2021, a letter from Engie Energy dated May 24, 2021 was received informing Goldberg Towers that their records indicated accounts were past due and have an outstanding balance of \$74,058.71 including late fees (this notice was reflecting information on 1 of the 4 accounts). The letter went on to say if payment was not immediate in full all past due balances within 5 days, may result in disconnection of electricity service. **(Letter enclosed)**

I thought it was an error when I called Engie first thing the morning of May 28th. I spoke with the Engie Representative, Nikki, who let me know it wasn't a mistake and that letter received was just reflecting 1 of the Goldberg Towers accounts. She stated Engie has charged a winter storm recovery fee of a total of \$107,078.89 on the 4 accounts Goldberg Towers has and the option that morning to keep the electricity on was to pay 100%. I told her that I in no possible way had money to pay 100% of that amount. She then said I had to pay 40% immediately that day with installment payments each month for the balance or no less than 30% with installment payments each month for the balance to keep the electricity from being disconnected.

I shared with the Engie Representative, Nikki, that I realized she was just doing her job of relaying information but I was shocked and stunned because we are a non-profit to literally not have this money but I had to keep the electricity on at this property because it housed around 386 elderly and disabled. I shared with her that I thought this demand by Engie was criminal and I was just not sure how I could even make a \$15,000 payment that day much less 40% of the total balance of \$107,078.89. Nikki said she would get with her superiors to see the least amount of money they could accept to keep the electricity on and would get back with me that day (May 28th). I accessed my Engie portal during our conversation and that is when I saw Engie had added an amount to past invoices. I thanked her and we ended the call. She never returned my call.

I immediately started googling what authority to contact to stop a disconnect due to a winter storm fee by an electric company which is how I contacted the Public Utility Counsel who first advised me that the State of Texas had a Moratorium at that time that there were to be no disconnections and that was in place until June 3rd. That relieved my mind somewhat to know maybe power would not be disconnected until I could work on this problem. They also gave me the PUC website to go to.

Invoices enclosed of where I paid the Current Balance Owed to have a zero balance.

Invoices enclosed of where Engie had changed those same period invoices to reflect a balance owed.

On May 28th I notified via letter **(enclosed)** the Office of Public Utility Counsel on this situation asking for help

On May 28th I went on the PUC website and filed an Informal Complaint on this situation asking for help.

On May 28th I notified via letter **(enclosed)** Congressman Green's office on this situation asking for help.

Congressman Green's office replied and I sent his District Director, Rachael Rodriguez, a Privacy Release authorizing them to have Goldberg Tower information.

On May 28th I then contacted the broker (Steffi Arnold, Coral Bay Energy) who I arranged electricity contracts through to let her know I had this disconnect from Engie. The broker was unaware of the disconnect notice. I shared with them I had contacted the PUC along with elected officials to bring attention to this problem consumers were experiencing from a company as Engie. The broker contacted an Engie representative (Claire Malden, Indirect Business Development Manager, Engie Resources) and she said they would put a hold on the disconnect until June 3rd because of the Moratorium. That again relieved me to know maybe the electricity would not get disconnected while I worked on this problem.

On June 3, 2021, another letter from Engie for Disconnection Notice for 6/21/2021 – stating \$74,058.71 is past due and remains unpaid on your electricity accounts. **(Letter enclosed)**

Goldberg Towers has four (4) electric Fixed Rate accounts with Engie:

Account# 0000148935

Account# 0000148936

Account# 0000148937

Account# 0000148938

On June 4th I notified via letter **(enclosed)** Representative Allen's office on this situation asking for help.

On June 8, 2021 I received a deferred payment plan from Engie with 3 options **(enclosed)**:

1st Option – pay 50% upfront; 50% in 3 months; No Administrative Fee; Total Payment \$96,584.13

2nd Option – pay 40% upfront; 60% in 6 months; 2.4% Administrative Fee; Total Payment \$97,974.94

3rd Option – pay 30% upfront; 70% in 12 months; 4.5% Administrative Fee; Total Payment 499,626.53

Follow actions for past due balance without a payment plan:

- After 6/14/2021: Interest charges and/or late fees to be accrued
- After 6/21/2021: Commencing collection and/or legal actions
- After 6/28/2021: File suit, obtain judgement, and place judgement lien on your properties
- After 7/5/2021: Your past due information to be sent to collection and/or credit rating agencies.

On June 10th I contacted our lawyer to see any options I had disputing this winter storm fee and in the demands for payment on Engie revising past invoices so it appeared the accounts were delinquent. That I didn't know they applied these fees until Engie sent a letter received 5/27 saying there was a delinquent past due amount and they were cutting off service. I had to make a decision whether to commit sending a Demand Letter to Engie or not. I did not go with that option because I am unable financially and unable to add to the stress of a long legal battle with Engie on what I consider their deceptive billing practices and their not disclosing how they calculated this fee; therefore, I have not pursued legal action to help me find out these answers.

On June 10th I received a letter from Mr. Kenneth Wilson, Customer Protection Division, Public Utility Commission of Texas. **(Letter enclosed)** Mr. Wilson explained he confirmed with Engie that the contract was a Fixed Price for energy with congestion costs passed through. He stated in that contract rights were waived for customer protections afforded to customers by Commission rules under Miscellaneous, Regulation Waiver and due to that he was unable to resolve my informal complaint. He recommended getting with Engie to resolve the fee.

On June 16th at 9:30 a.m. A call was set up for me to speak again to Engie

A conference call between myself, Claire Malden/Engie and Steffi Arnold/Coral Bay Energy took place. I stated to Claire I had received the Deferred Payment Plan but I could not immediately pay money that I didn't have and I would not have any Revenue I could start paying until July 5th. I stated that I still had not been told by Engie how they came up with this total fee and I didn't believe these accounts should receive late fees or have to pay an Administrative fee on a deferred payment plan.

Claire stated she had been with Engie 6 years where she was a top sales agent and she was dealing with many accounts in this same situation to find customers were not aware of contracts they were signing; that Engie had the right to make these charges. She stated that Engie had to pay charges they were charged and Engie is out bills they have paid so customers now are delinquent and have to pay bills they owe. That Engie is giving out loans to customers for these Deferred Payment Plans and a fee to do those loans are allowed.

I then stated to her that with all due respect, that I had a couple of comments to what she said and I explained to her that I had been signing these contracts for electricity since 2006 and her focus of time spent in our conversation referencing I didn't know or other clients not knowing the contracts they signed was not what I needed to get resolved; that the contracts were something I believed needed to be changed in the industry and what I needed to resolve was this \$107,078 fee. And, what I took offense to is her saying the Goldberg Towers accounts were delinquent and customers have to pay what they owe is offensive because Goldberg Towers was not delinquent until Engie went back and changed past invoices which had been paid and reflected a zero balance and I believed that was not a practice that should even be allowed and for the Deferred payment plan to ask for fees to pay off an amount never explained to me how they came up to that number was not right. I shared with Claire that we housed elderly and disabled low income and I had been stressed over this so much worrying because I had to do all I could not to have a disconnect and for her to remember that I had this shock to resolve only since May 28th. I also shared with Claire that I did business with another electric provider, Cirro, who I had this same type Fixed Rate contract with and they applied no winter storm fee which is why I had kept asking Engie to explain why they did and how they came up with the total they applied.

She stated that she thought this all is a horrible situation and she couldn't say what the Engie accounting dept did or didn't do to past invoices, she is just showing the Goldberg Towers accounts are delinquent.

I then asked if Engie would allow me to pay the 1st payment on July 5th and stop the disconnect threats. I reminded Claire that I had a Disconnect effective Monday – June 21st. She stated she could assure me that the disconnects would not happen. I asked if she could send me an email stating that so I could have it in writing; she stated she could not. The call ended with Claire saying she would get with Engie upper Management to see if they would agree I could start paying July 5th but she was not sure when upper Management would review because they had so many cases to review.

On June 16th at 11:46 a.m. Claire/Engie emailed Steffi/Coral Bay that the best she could do was 25% down and what length of payback timeline Goldberg Towers needed. She needed the plan signed by 6/23 to avoid late fees and disconnects.

I asked Steffi to respond asking if Engie would charge Administrative fees with this being 25% down and could I draft the 25% down payment July 5th and balance in 12 monthly payments.

Claire responded 6/17 at 11:47 a.m. that there would not be any Administrative fee and the 25% is due immediately, not on July 5th.

I responded to Claire on 6/17 at 12:41 p.m. stating that I couldn't pay money that I didn't have that I could draft the 25% on July 5th and payments for 12 months.

On 6/17 at 3:55 p.m. Claire responded that she had gotten the payment due day approved for payment on July 5th. She sent me a Deferred Payment Plan dated June 17, 2021 to sign (**Enclosed**).

June 17th – I attended via phone to a PUC Public Comment period where I stated to the Commission my experience with Engie and asked for the Commission to please help consumers such as Goldberg Towers who was being treated with deceptive billing and threatening demands for payments and disconnects. I explained the details of their applying fees to past invoices and the \$107,078 fee given to me by Engie. That the State of Texas consumers needed reform for electricity providers, etc. and I appreciated their time to hear our situation and any help they could contribute to this problem. At then end of this session, the PUC stated that all disconnects were stopped thru 6/29 which was a relief to me trying to keep electricity on until I could get this fee dispute and a deferred plan resolved.

On June 21st at 7:08 a.m. I emailed Claire/Engie that I received the Deferred Payment Plan and questions I had on it. **(Email is enclosed)** Below were my questions to Claire/Engie in this 6/21 email:

The first sentence in the letter is Engie again using language that is not accurate because I only learned of this fee 5/27 when I got Engie's letter of a disconnect due to a delinquent bill. All these accounts were current until Engie went back on past invoices and added this fee which changed the invoices to look delinquent. I spoke immediately to Engie on 5/28 to find out what this was.

Today is only 6/21 and if Engie had applied this fee to current billing from a storm that happened back in February; it would just now be due and all this stress and worry that Engie has applied to me in continued disconnect notices in writing and emails that has been a good customer of Engie's for years is why I have a problem with this wording that you want me to sign that I acknowledge the amount is due and outstanding.

All these disconnects for delinquent bills would have been avoided if Engie had added the fee to current billing.

Therefore, I have disputed this fee with Engie since my first stunned and shocked conversation with them on 5/28. I still have not been told how Engie came up with this fee other than 90% of it is useage and 10% was late fees. These Goldberg Towers accounts were without power during this February storm for 1 day until I got with Centerpoint to cut the power back on that we were critical care so for 1 day they didn't have power at all. Our invoices are normally \$13,000 a month and the accounts are charged \$107,078 fee. We were sent a disconnect notice received 5/27 even though the State of Texas had a Moratorium of no disconnects thru 6/3. After I hung up from Engie on 5/28 thank goodness the next contact I made was the Public Utility Counsel who told me of the Moratorium. I continue to be in touch with all authorities over the utilities to try helping me stop disconnects until this fee is worked out because as I've expressed to everyone at Engie I've spoken to; I can't pay 100% or even 50%; I can't pay what I don't have. Fortunately what I gained from the PUC public hearing last week is there are no disconnects until 6/29 while trying to settle/work out these fees.

This type information/knowledge at least eased my mind that Engie couldn't disconnect until then. So many people I've contacted to say this practice is wrong. And now Engie is requesting me to sign that I knowledge this is due and outstanding? Does the Payment Plan itself not acknowledge that there is a balanced owed? If Engie would have applied to a current bulling it would not me outstanding or delinquent.

I noticed the letter nor the Schedule A reflected any of the Account numbers this plan applies to. I have got to make sure it is clear that it is all 4 accounts.

I noticed you said there is no Administrative Fee but the letter states a total fee of \$96,584.13 and the Schedule A reflects \$99,843.84; is this an Administrative fee?

I noticed the Schedule A has these payments paid via wire. In the past payments to Engie have been Direct Bank Drafts on each account which is done from the Engie portal. Are you saying the direct bank drafts is not what Engie wants; it seems wiring and bank drafts are the same.

Once this Payment Plan is signed, does the fee amounts get removed from the regular monthly invoices and a separate line item reflecting the Storm fee and Plan?

As of the time I am writing this letter to send this situation and Complaint to Regulatory Services, I have not had a reply from Engie to this June 21st email.

On June 23rd Mr. Wilson, Public Utility Commission, let me know how to file a Formal Complaint to further review which led me to contact the City of Houston on directions on where to file the Formal Complaint process and they gave me this contact information and what information to include.

Specific Resolutions Wanted and/or Hopeful of:

- For Engie to be required that they should give a client such as Goldberg Towers a specific breakdown of how they arrived at the fees they have given; \$107,078.87 (total fee they stated is owed); \$96,584.13 (totals reflected on the 6/17/21 Deferred payment plan). I ask that Engie provide Goldberg Towers with a reasonable winter storm fee. For a monthly average bill being \$10,000-\$12,000 and to be without electricity for 1 day during the winter storm to be billed \$107,078.87 fee is not reasonable.
- For Engie to be held responsive for deceptive business practice by changing past invoices with fees so a customer appears to be delinquent for Engie to apply late fees. If they have a fee, they must add it to Current Billing and explain the fee in detail just like any other line item on an electric invoice.
- For Engie to be held responsible for issuing threatening disconnects received 5/27 during a Moratorium of no disconnects with continued disconnect notices and immediate payment demands knowing a customer is working with them to resolve this unique fee and also knowing a customer, such as myself, was working with the PUC to resolve this fee. From my 1st notice received on 5/27 of this fee owed, it was not until after many communications with Engie that on 6/17 Engie agreed I could make an initial payment on July 5th instead of demands of immediate payment.
- For Engie to be held responsible for bullying, aggressive threats of demand payments in late May which continues through June for a February winter storm fee with no notice to customers other than revising past invoices so they could issue delinquent account notices for disconnects.
- I have lost my faith in Engie who I have been a loyal customer for years. I have two (2) new 4-year contracts beginning now with Engie and I want out of those contracts with no cancellation fees. I have lost all faith with Engie due to their deceptive billing and bullying practices. I will not be treated fairly by Engie in the future due to these filings with the PUC; therefore, I do not want to do business with Engie. Goldberg Towers will pay Engie the winter storm fee in full if we can exit the current contracts I have with Engie with no cancellation fees. I will seek no further actions toward Engie if I can terminate.
- Reform to prohibit electricity providers to have in their contract's language of a Regulation Waiver (and those I receive from different providers do reflect this in their contracts if you want to buy electricity). Engie's contract reflects:
Regulation Waiver: To the extent permitted by law, Customer hereby waives the Customer Protection Rules as specified in the Public Utility Commission of Texas.
- Reform requirements of Fixed-Rate contracts to truly be Fixed-Rate.

I thank you for your time and appreciate any action to help consumers in situations such as we are experiencing.

I ask that someone please hear the hardships that businesses such as ours are experiencing because these charges are so excessive and threatening to cut power especially to this group of vulnerable residents in the manner Engle is doing is simply wrong in my opinion.

If you should have questions or need additional information; My contact is:
Cell Phone: 251.689.5340 or via Email: Phyllis.davis@blueheroncircle.com

Regards,

A handwritten signature in black ink, appearing to read 'Phyllis Davis', with a long horizontal flourish extending to the right.

Phyllis Davis
President – BHC Property Management, LLC
Management Agent on behalf of Goldberg B'nai B'rith Towers

We do not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, our federally assisted programs and activities. If you are disabled and would like to request an accommodation or if you have difficulty understanding English, please request our assistance and we will ensure that you are provided with meaningful access based on your individual needs. Federal civil rights laws addressing fair housing prohibit discrimination against applicants or tenants based on one or more of the following classifications: race, color, national origin, sexual orientation, gender identification, disability, religion, and familial status.

**13621 Perdido Key Dr. #W2002 Pensacola, FL 32507
Phone: 251.202.9708 Fax: 206.339.4505**

Engle Contract

Customer: Goldberg B'nai B'rith Towers
PR #: BHHTK6N
Contract #: BHHTK6N



TEXAS SHORT FORM ENERGY SALES AGREEMENT FIXED PRICE WITH CONGESTION PASS-THROUGH

This Texas Short Form Energy Sales Agreement (the "Agreement") is entered into effective as of the 10th day of JULY 2018 (the "Effective Date") by and between ENGIE Resources LLC ("ENGIE"), a Delaware corporation and Goldberg B'nai B'rith Towers ("Customer"). ENGIE and Customer are also referred to herein individually as a "Party" and collectively as the "Parties." Unless provided to the contrary, capitalized terms are defined in Section 3.

SECTION 1. TRANSACTION TERMS AND CONDITIONS:

- 1.1 Purchase and Sale. Subject to the terms and conditions set forth herein, ENGIE shall sell and deliver and Customer shall purchase and receive Firm Full Requirements Service for the facility(ies) specified in Attachment A, Exhibit 1. Customer's electricity consumption is variable and is not subject to a maximum or minimum usage limit, provided that Customer may not close a Facility or otherwise discontinue electric service prior to the End Date.
- 1.2 Term. This Agreement shall be effective on the Effective Date and the service contemplated herein shall commence at the Contract Price on the first available Utility Transfer Date on or immediately following the Start Date as specified for each facility in Attachment A, Exhibit 1. Service shall remain in effect at the Contract Price through the first available Utility Transfer Date immediately following the End Date as specified for each facility in Attachment A, Exhibit 1. Notwithstanding the foregoing, Customer's options for service beyond the End Date (the "Transition Period") include i) executing an agreement with ENGIE for new terms and conditions of service, or ii) transferring the accounts to another competitive supplier. In the event Customer does not exercise one of the options above prior to the End Date, ENGIE may continue providing service on a month-to-month basis ("Post Term Service"). The Contract Price for Post Term Service shall be an amount equal to the applicable real time index price as posted by the ISO for the relevant delivery point, plus a per kWh Post-Term Charge as defined herein, plus any applicable non-utility charges, including but not limited to Ancillary Services, installed (or unforced) capacity, losses, and all other ISO charges or administrative fees incurred in connection with delivery of energy to the delivery point specified in Attachment A, Exhibit 1. Taxes and Utility Related Charges are additional and not included, and are separately listed in the Customer invoice. Customer may terminate Post Term Service without liability for any early termination fees by providing at least 30 days' notice. Option to Blend and Extend. During the Term of this Agreement, Customer may request that ENGIE offer a new "blend and extend" agreement that allows Customer to benefit from lower rates in exchange for extending the Term with ENGIE.
- 1.3 Billing and Payment. For each Billing Cycle, ENGIE will deliver to Customer an invoice setting forth the charges due for the preceding Billing Cycle. Such invoice shall include the monthly charges for energy consumption and any other charges or fees imposed pursuant to the terms of the Agreement, and any applicable Taxes and Utility Related Charges. ENGIE may, however, use estimated data for billing purposes hereunder provided that such estimates will be subject to future reconciliation upon receipt of final data regarding the actual quantity of energy consumed for the applicable Billing Cycle. Payment shall be due to ENGIE by check, electronic funds transfer (EFT) or any other mutually agreed upon payment method within twenty (20) days after the date of the invoice. In the event EFT is elected, Customer shall promptly provide all relevant account information and take all actions necessary to authorize and allow ENGIE to collect payment by such method during the term of this Agreement, and payment shall be collected by ENGIE by making an automatic draft from Customer's bank account. Overdue payments will accrue interest at the Interest Rate from the due date to the date of payment, and ENGIE retains the right to report payment history to various credit agencies. If any amount of an invoice is disputed in good faith, the entire invoice shall be paid when due. Any disputed amounts that are ultimately determined to be owed to Customer shall be repaid by ENGIE with interest accrued at the Interest Rate from the date payment was due through the date of re-payment to Customer. Any dispute with respect to an invoice is waived unless the other Party is notified within twenty-four months after the invoice is rendered or any specific adjustment to the invoice is made. Failure to pay an invoice timely could lead to disconnection of your electricity. When available, ENGIE will use consolidated billing (i.e. a single bill containing both ENGIE and Utility Related Charges).
- 1.4 Contract Price. Customer shall pay ENGIE the Contract Price per kWh of electric energy consumed in a Billing Cycle. This price may include a broker fee and, except to the extent that a charge is separately listed as an obligation in this Agreement, is inclusive of all non-utility charges including energy, ancillary services, congestion, losses, unaccounted for energy, QSE fees, and other ERCOT ISO charges or administrative fees incurred in connection with delivery of energy to the delivery point specified in Attachment A, Exhibit 1. The Contract Price does not include Taxes and Utility Related Charges, and Customer acknowledges that ENGIE does not control the Taxes and Utility Related Charges associated with Customer's usage.
- 1.5 Full Swing Transaction. Customer's electricity consumption is variable and is not subject to a maximum or minimum usage limit.
- 1.6 Hub to Zone Congestion Costs. The Contract Price does not include congestion costs for the delivery of electricity from the trading hub (where the electricity is purchased) to the load zone (where the Customer's facility is located). The applicable hub or zone shall be the hub or zone in which the Customer's delivery points reside. Congestion costs (or credits if negative) shall be adjusted for losses and passed through to the Customer according to the following formula: Congestion cost = load zone price - trading hub price; "price" is the ERCOT real time settlement price.
- 1.7 Classification. Customer represents and warrants that the facilities to be served hereunder during the term are not residential facilities and that any meter or account, which is classified by the applicable utility as residential, is part of a commercial account and is used solely for commercial, non-personal purposes.
- 1.8 Addition or Deletion of Facilities. Upon advance written notice to ENGIE, Customer may request to add facilities at the Contract Price, or to delete facilities for no early termination fee, up to the point at which the consumption volumes, net of all then current additions or deletions, is not more than twenty percent (20%) above or below Customer's initial monthly anticipated consumption by zone (the "Add/Delete Band"). Facility addition(s) that cause the Add/Delete Band to be exceeded may be, at ENGIE's sole discretion, added at the Contract Price. If ENGIE does not offer to add such facility addition(s) at the Contract Price, Customer and

ENGIE may agree to a price for the additional volumes. Facility deletion(s) in excess of the Add/Delete Band may be, at ENGIE's sole discretion, deleted for no early termination charge for such deletion(s). If ENGIE does not agree to delete such facility(ies) for no early termination charge, Customer shall pay ENGIE the early Termination Payment within twenty (20) days of notice from ENGIE of such amount due. The timing of completion for any addition or deletion shall be determined by the enrollment drop rules in effect for the applicable market.

SECTION 2. GENERAL TERMS AND CONDITIONS

- 2.1 **Notices.** Notices, correspondence, and address changes shall be in writing and delivered by regular or electronic mail, facsimile, or similar means, or in person. Notice by facsimile, electronic mail or hand delivery shall be deemed to have been received on the date transmitted or delivered (after business hours deemed received on next Business Day) and notice by overnight mail or courier are deemed received two Business Days after it was sent. All notices shall be provided to the person and addresses specified in Section 4, or to such other person and address as a Party may from time to time specify in writing to the other Party.
- 2.2 **Taxes.** "Taxes" shall mean any and all taxes and fees imposed on the purchase and sale of electric energy by any Governmental Authority. Customer will be responsible for, pay, and indemnify ENGIE for all Taxes hereunder, whether imposed on Customer or ENGIE. ENGIE may collect such Taxes from Customer by increasing ENGIE charges for the amount of such Taxes.
- 2.3 **Title, Risk of Loss.** Title, liability and risk of loss associated with the electric energy purchased and sold hereunder shall pass from ENGIE to Customer at the delivery point specified in Attachment A, Exhibit 1.
- 2.4 **Credit Assurances.** If ENGIE has commercially reasonable grounds to believe Customer's creditworthiness or performance under this Agreement has or may become unsatisfactory, then ENGIE shall provide Customer with written notice requesting Performance Assurance in an amount not to exceed three times the average amount invoiced by Billing Cycle. Upon receipt of such notice, Customer shall have three (3) Business Days to remedy the situation by providing such Performance Assurance to ENGIE.
- 2.5 **Force Majeure.** "Force Majeure" shall mean an event that is beyond the reasonable control of the Party claiming an event of Force Majeure that could not have been prevented by the exercise of due diligence. If either Party is rendered unable by Force Majeure to carry out, in whole or part, its obligations under this Agreement, such Party shall give notice and provide full details of the event to the other Party in writing as soon as practicable after the occurrence of the event. During such Force Majeure period, the obligations of the Parties (other than the obligation to make payments then due or becoming due with respect to performance prior to the event) will be suspended to the extent required. The Party claiming Force Majeure will make all reasonable attempts to remedy the effects of the Force Majeure and continue performance under this Agreement with all reasonable dispatch; provided, however, that no provision of this Agreement shall be interpreted to require ENGIE to deliver, or Customer to receive, electric energy at points other than the delivery point(s). Force Majeure shall not include (a) Customer's decision to shut down, sell or relocate its facilities or (b) economic loss due to Customer's loss of markets or suppliers.
- 2.6 **Events of Default.** An "Event of Default" means, with respect to a Party alleged to have taken or been affected by any of the actions set forth below in this section (the "Defaulting Party"): (a) the failure by the Defaulting Party to make, when due, any payment required under this Agreement, if such failure is not remedied within five (5) Business Days after written notice of such failure is given to the Defaulting Party by the other Party ("Non-Defaulting Party"), or (b) any representation or warranty made by the Defaulting Party in this Agreement proves to have been false or misleading in any material respect when made or ceases to remain true during the Term; or (c) the failure by the Defaulting Party to perform any covenant set forth in this Agreement and for which a remedy is not provided herein and such failure is not excused by the other Party in writing or by Force Majeure or cured within five (5) Business Days after written notice thereof to the Defaulting Party; or (d) the failure of the Defaulting Party to provide Performance Assurance in accordance with Section 2.4; or (e) the Defaulting Party: (i) makes an assignment or any general arrangement for the benefit of creditors; or (ii) otherwise becomes Bankrupt or Insolvent.
- 2.7 **Remedies Upon an Event of Default.** If an Event of Default occurs, the Non-Defaulting Party shall have the right (i) to liquidate and terminate any and all accounts hereunder and/or (ii) suspend performance. If Non-Defaulting Party elects to liquidate and terminate, it shall calculate the aggregate amount of losses or gains it incurs in accordance with the following formula: Termination Payment = (Contract Price - Current Market Price) x (the amount of electricity remaining to be delivered under the terminated accounts as shown in the Monthly Anticipated Consumption table attached thereto). The Non-Defaulting Party shall provide a written explanation of its calculation of the Termination Payment to the Defaulting Party, and the Termination Payment shall be due within five (5) Business Days thereafter.
- 2.8 **Limitation of Liability.** FOR BREACH OF ANY PROVISION OF THIS AGREEMENT, THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED AS SET FORTH IN THIS AGREEMENT, AND ALL OTHER DAMAGES OR REMEDIES HEREBY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED, THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY AND ALL OTHER DAMAGES AND REMEDIES ARE WAIVED. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES IN TORT, CONTRACT UNDER ANY INDEMNITY PROVISION OR OTHERWISE.
- 2.9 **Indemnification.** Except as limited by Section 2.8, each Party shall indemnify, defend and hold the other Party harmless from claims, demands and causes of action asserted against the indemnitee by any person arising from or out of any event, circumstance, act or incident first occurring or existing during the period when control and title to electric energy is vested in such Party as provided in Section 2.3.
- 2.10 **Representations and Warranties.** As a material inducement to entering into this Agreement, each Party, with respect to itself, represents and warrants to the other Party as of the Effective Date of the Agreement as follows: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform this Agreement; (b) it has all regulatory authorizations, permits and licenses necessary for it to legally perform its obligations under this Agreement; (c) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any law, rule, regulation, order, writ, judgment, decree or other legal or regulatory determination applicable to it; (d) this Agreement and each other document executed and delivered in accordance with this Agreement constitutes its legally valid and binding obligation enforceable against it in accordance with its terms, subject to any

equitable defenses, (e) it is not Bankrupt or Insolvent and there are no reorganization, receivership or other arrangement proceedings

pending or being contemplated by it, or to its knowledge threatened against it, and (f) it has read this Agreement and fully understands its rights and obligations under this Agreement, and has had an opportunity to consult with an attorney of its own choosing to explain the terms of this Agreement and the consequences of signing it. Customer further represents and warrants to ENGIE throughout the term of this Agreement that no facility or account listed on Attachment A, Exhibit 1 is classified by the applicable utility as a residential account. With the exception of any warranty that is expressly set forth in this Agreement, ENGIE and its successors, assigns and delegates make NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. With regard to the services ENGIE provides, or the activities Customer undertakes, pursuant to this Agreement, ENGIE acts solely as counter-party in all transactions with Customer under this or any other Agreement. Accordingly, ENGIE has no duty to advise Customer or exercise judgment on Customer's behalf as to the merits or suitability of any transactions that ENGIE proposes to enter into with Customer.

2.11 Assignment and Binding Effect. Neither Party will assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other Party. Consent to assignment shall not be unreasonably withheld. Any assignment in violation of this Section shall be void.

2.12 Change in Law. In the event that there is a change in law, codes, administrative regulation, or any fees or costs imposed by the ERCOT ISO or by a Governmental Authority, or a change in ISO/RTO Operations, market structure, congestion zone design, or protocols, and such change causes ENGIE to incur any capital, operating or other costs relating to the provision of services contemplated herein, such costs shall be passed through to Customer. Provided that, in the event such a change in law renders performance under this Agreement illegal, the Parties shall meet as soon as practicable to attempt to renegotiate the Agreement to comply with such change. If the Parties are unable to so amend the Agreement, the Parties' obligations hereunder may be terminated by ENGIE upon the date the change in law becomes effective or on the date Customer commences service with a retail energy provider in lieu of ENGIE.

2.13 Governing Law. THIS AGREEMENT AND ALL MATTERS ARISING OUT OF OR RELATING TO IT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ANY CONFLICTS OF LAW PRINCIPLE THAT DIRECTS THE APPLICATION OF ANOTHER JURISDICTION'S LAWS. EACH PARTY CONSENTS TO THE PERSONAL JURISDICTION IN ANY FEDERAL OR STATE COURT WITHIN HOUSTON, HARRIS COUNTY, TEXAS, AND WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATING TO THIS AGREEMENT.

2.14 Misc. This Agreement, any Appendix or Exhibits attached hereto and any transactions executed in accordance with this Agreement constitute the entire agreement between the Parties. There are no prior or contemporaneous agreements or representations affecting the same subject matter other than those herein expressed. No amendment, modification or change will be enforceable unless reduced to writing and executed by both Parties. No waiver by any Party hereto of any one or more defaults by the other Party in the performance of any of the provisions of this Agreement will be construed as a waiver of any other default or defaults whether of a like kind or different nature. If any provision of this Agreement is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. All confidentiality and indemnity rights will survive the termination of this Agreement. This Agreement may be executed in several counterparts, each of which will be an original and all of which constitute one and the same instrument. In any action or proceeding to collect amounts due under this Agreement, the prevailing Party shall be entitled to recover its collection costs and expenses, including reasonable attorneys' fees, from the other Party.

2.15 Repair Services Authorization. In the event Customer requires repair services to be performed on the electric transmission, distribution and/or metering equipment located at Customer's facility(ies), ENGIE hereby authorizes Customer to contact the local transmission and distribution service provider serving the geographic region where such facility(ies) are physically located to perform such reasonable repair services. Provided, however, ENGIE shall invoice Customer, pursuant to Section 1.3 above, for the actual costs billed to ENGIE by the transmission and distribution service provider for the performance of such repair services.

2.16 Regulation Waiver. To the extent permitted by law, Customer hereby waives the Customer Protection Rules as specified in the Public Utility Commission of Texas Substantive Rules Section 25.471 et seq.

2.17 Applicability of Prompt Payment Act. This agreement is subject to the terms of the Prompt Payment Act for those entities that are a "governmental entity" under the Texas Government Code, Chapter 2251 PPA.

SECTION 3. DEFINITIONS

Bankrupt means with respect to any entity, such entity (i) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under a Bankrupt, Insolvent, reorganization or similar law, or has any such petition filed or commenced against it, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), (iv) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets or (v) is generally unable to pay its debts as they fall due.

Billing Cycle means, for each account, the period between meter read dates rendered either by ENGIE or the applicable utility during the applicable Term.

Business Day means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday. A Business Day shall open at 6:00 a.m. and close at 5:00 p.m. local time for the relevant Party's principal place of business. The relevant Party, in each instance unless otherwise specified, shall be the Party to whom the notice, payment or delivery is being sent and by whom the notice or payment or delivery is to be received.

Claiming Party means the Party claiming an event of Force Majeure.

Current Market Price means the wholesale price of electricity and any applicable related services (e.g. capacity, ancillary services) that are available for sale at the time of termination and liquidation. Such price may be based on quotes from leading brokers, dealers, and other sellers in the wholesale market and the Non-Defaulting Party shall not be required to enter into any transactions in order to establish the Current Market Price.

Firm Full Requirements Service means that either Party shall only be relieved of its obligations to sell and deliver or purchase and receive electric energy hereunder without liability to the extent that, and for the period during which, such performance is prevented by Force Majeure or any type of curtailment as ordered by the PJM.

Governmental Authority means any federal, state, local, municipal or other government, any governmental, regulatory or administrative agency, commission or other authority lawfully exercising or entitled to exercise jurisdiction over the Parties or any transaction contemplated herein.

ERCOT ISO means the Electric Reliability Council of Texas Independent System Operator.

Interest Rate means, for any date, lesser of (a) one and one-half percent (1.5%) and (b) the maximum rate permitted by applicable law.

Performance Assurance means collateral in the form of letter(s) of credit, corporate guarantees, or other security acceptable to ENGIE.

Post-Term Charge means the \$/kWh charge of electric energy consumed as specified on the Attachment A.

RTO means the applicable regional transmission organization responsible for moving electricity over large interstate areas.

Utility-Related Charges means charges or surcharges by a utility arising from or related to, including but not limited to: (i) transmission and distribution of energy (other than network integrated transmission services); (ii) stranded costs or transition costs and any other similar types of charges associated with the opening of the District of Columbia electric market to competition; (iii) system reliability, rate recovery, future payback of under-collections, amortization, of above market purchases of energy, load repurchases, public purpose programs and all similar items.



Utility Transfer Date means the time and date on which the applicable utility has completed the process necessary to transfer ENGIE to commence or discontinue providing the services hereunder. The process may include, as necessary and without limitation, recognizing ENGIE as Customer's electric supplier and/or limited agent; processing and acting on direct access service requests; installation of meters and the final meter read date.

SECTION 4. NOTICES

BUSINESS NAME CONTACT NAME	BILLING CONTACT	ENGIE Resources CONTACT	CUSTOMER PAYMENTS
NAME: Goldberg, B'nai B'rith Towers ATTN: Phyllis Davis	Phyllis Davis	ENGIE Resources TX PUOT Contract # 10053	Please wire money to the Master Bill
STREET ADDRESS: 48909 Fondren Rd	18909 Fondren Rd	1890 Post Oak Blvd	Account Title: ENGIE Resources
CITY, STATE, ZIP: Houston, TX 77098	Houston, TX 77098	Houston, TX 77056	Account Number: 8-085-282
PHONE #: 251-689-5340 Cell 251-202-0708	251-689-5340 Cell 251-202-9708	1-888-232-6206	ABA Number: 031005077
FAX #: 206-339-4506 713-771-5468	206-339-4506 713-771-5468	713-771-0227	For payment by check, please send to:
EMAIL: phyllis.davis@blueheroncircle.com	phyllis.davis@blueheroncircle.com	CustServ@engie.com	ENGIE Resources P.O. Box 9001025 Louisville, KY 40290-0256

CUSTOMER INFORMATION	ENGIE Resources INFORMATION
DUNS NO #: 094839934	DUNS NO #: 089658332
FEDERAL TAX ID #: 74-1864172	FEDERAL TAX ID #: 76-0685946

This Agreement will not become effective as to either Party unless and until executed by both Parties. IN WITNESS WHEREOF, the Parties, by their respective duly authorized representative, have executed this Agreement to be effective as of the Effective Date.

SIGNATURES	
Customer: Goldberg B'nai B'rith Towers	ENGIE Resources, LLC
Signature: 	Signature: 
Print Name: Phyllis Davis	Print Name: Jay Bell
Print Title: Property Manager	Print Title: Vice President of Sales
Date: 7/10/2018	Date:

Customer: *Goldberg Bros. Bottle Towers*
 Effective Date: 07/01/2021
 Agreement #: EHHTK6N
 PR #: EHHTK6N

ATTACHMENT A: AGREEMENT SUMMARY INFORMATION

Exhibit A: Facilities and Accounts

Product Code: FPQ1-PT01
 Product: Fixed Price RTC

#	Facility Name/Service Address	City/State/Zip	County	Utility	Delivery Point	Account Number	Rate Schedule	Start Date	End Date
1	10000 FONDREN RD BE	HOUSTON, TX 77024-2000	HARRIS	CPT	Household Load Zone	1008901009190748874100	ERCOT_BUS	08/01/2021	07/30/2024
2	10000 FONDREN RD BE	HOUSTON, TX 77024-2000	HARRIS	CPT	Household Load Zone	1008901009190748874100	ERCOT_BUS	08/01/2021	07/30/2024
3	10000 FONDREN RD BE	HOUSTON, TX 77024-2000	HARRIS	CPT	Household Load Zone	1008901009190748874100	ERCOT_BUS	08/01/2021	07/30/2024
4	10000 FONDREN RD BE	HOUSTON, TX 77024-2000	HARRIS	CPT	Household Load Zone	1008901009190748874200	ERCOT_NW	08/01/2021	07/30/2024

Contract Price (STANDARD)	0.04491
Post Term Charge (STANDARD)	0.018

ATTACHMENT A: AGREEMENT SUMMARY INFORMATION

Customer: *Goldberg Bros Brth Tours*
 Agreement #: EHHK6N
 PR #: EHHK6N
 Effective Date: 07/10/2012

Exhibit 2: Monthly Anticipated Consumption (in MWh)

Month	Year	MWh
May	2021	193.78
Jun	2021	205.49
Jul	2021	242.18
Aug	2021	235.49
Sep	2021	219.96
Oct	2021	197.48
Nov	2021	159.91
Dec	2021	158.26
Jan	2022	155.83
Feb	2022	136.98
Mar	2022	151.29
Apr	2022	151.95
May	2022	193.78
Jun	2022	205.49
Jul	2022	240.18
Aug	2022	235.49
Sep	2022	219.95
Oct	2022	197.46
Nov	2022	159.91
Dec	2022	158.26
Jan	2023	155.83
Feb	2023	136.88
Mar	2023	151.28
Apr	2023	151.86
May	2023	193.78
Jun	2023	205.49
Jul	2023	245.18
Aug	2023	235.49
Sep	2023	219.96
Oct	2023	197.18
Nov	2023	159.81

Customer: *Goldberg, Brian Birth Tutors*
 Effective Date: 07/06/2019
 Agreement #: EHHTK6N
 PR#: EHHTK6N

ATTACHMENT A: AGREEMENT SUMMARY INFORMATION

Delivery Point: Houston Local
 Zone

Dec	2023	158.25
Jan	2024	155.83
Feb	2024	155.83
Mar	2024	157.25
Apr	2024	157.25

ACKNOWLEDGMENT:

Customer has reviewed the account information in this Attachment A for accuracy and completeness and verifies that the facilities and geographic locations identified on this Attachment A are owned by under his control.

Signature:

Print Name:

☐ Customer, please check this box if your accounts are tax-exempt.
 If tax exempt, please send your tax exemption certification to customer support.
 We cannot apply the tax exemption until we receive your certification.

Jun. 24. 2021 7:30PM

No. 8286 P. 16/80

MS PHYLLIS DAVIS
GOLDBERG BNAI BRITH TOWERS
10909 FONDRED RD
HOUSTON TX 77096

Engle Letter dated 5/24/21 Received 5/27/21

Note: 1st Indication that we became aware of any winter storm fee being applied to these accounts



May 24, 2021

BATCH1
802



BHC PROPERTIES
10909 FONDREN RD
HOUSTON TX 77096-5512



RE: Energy Sales Agreement with ENGIE Resources LLC

Dear Customer:

Please be advised that pursuant to your Agreement with ENGIE Resources, payment is due within the time period stated in the Agreement. Our records indicate that your attached accounts are past due and have an outstanding balance of \$74,058.71 including late fees. Our relationship with you is both an important and a valued one, thus it is our desire to resolve the matter as expeditiously as possible.

In accordance with the terms of our Agreement, ENGIE Resources is requesting immediate payment in full all past due balances on your account(s) within five (5) days.

Failure to make timely payment may result in disconnection of your electricity service. If you have any questions regarding this matter, you may contact us at 1-866-693-6443 (866-MYEngie).

Sincerely,

Director, Revenue Assurance

ENGIE Resources
1380 Post Oak Blvd, Suite 400
Houston TX 77058
T 1-866-693-6443

Wire electronic payment to: Bank of America Merrill Lynch, Dallas, ABA:
026009593, Account Number: 4451335207
Mail payments to: Engie Resources LLC, P.O. Box 841680 Dallas, TX
75284-1680
Mail overnight payments to: Bank of America Lockbox Services, Lockbox
841680, 1950 N Stemmons Freeway, Suite 5010 Dallas, TX 75207

Jun. 24. 2021 7:31PM

No. 8286 P. 19/80

Engie Account 0000148935

Billing Period Jan 13, 2021 to Feb 12, 2021

The invoice paid on 4/25/21 for Current Charges of \$34.23

Reflecting Previous Balance \$114.69

Payment Received \$114.69

Current Charges \$ 34.23

Paid 4/25/21 \$ 34.23

For a zero balance

Jun. 24. 2021 7:31PM

No. 8286 P. 20/80

© 2021 ENGIE Resources. All rights reserved.

X

LOGOUT

HELP

>

Remove

80



Success

Thank you for your payment. A confirmation message has been sent to the account owner and any linked users who have elected to receive payment notifications.

Account: 0000148935
Amount: \$34.23
Payment Date: 4/25/21
Confirmation Number: 65168632

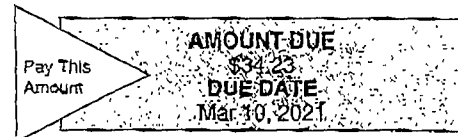
Dismiss



SERVICE ADDRESS:
 BHC PROPERTIES
 10909 FONDREN RD #2210
 HOUSTON, TX 77096
ESI ID Number:
 1008901009190747102100
BILL ACCOUNT NUMBER: 0000148935
STATEMENT ID: 3950114

BILLING PERIOD
 Jan 13, 2021 to Feb 12, 2021

Page 1



Questions about
Your Bill?

Phone
866-MYEngie
866-693-6443

Online Billing
accounts.engieresources.com

Email Us
care@engieresources.com

kWh - Average Per Day



Types of Meter Readings:

Actual ☒ Estimated ☐

You used 271 kWh
in 28 days, or an
average of 9
kWh a day.

ACCOUNT BALANCE AS OF FEB 18, 2021

Previous Balance	\$114.69
Payments Received - THANK YOU	-\$114.69
Current Charges	\$34.23
Total Amount Due	\$34.23

Summary of Current Charges

Total ENGIE Resources Energy Charges	\$17.55
Total CenterPoint Energy Energy Charges	\$15.98
Total Taxes	\$0.70
Total Current Charges	\$34.23

IMPORTANT MESSAGES

PDF COPY ONLY - No Paper Bill was Created

[Signature] 4/25/21

To pay electronically and other Important Information, see back →

Return this part to address below with a check payable to ENGIE Resources



PO Box 17867
San Antonio TX 78217

Your Bill Account Number

0000148935

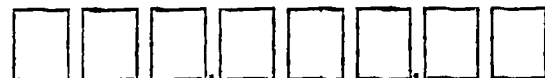
Due Date

Mar 10, 2021

Pay This Amount

\$34.23

Amount Enclosed



ENGIE Resources LLC
 PO Box 841680
 Dallas TX 75284-1680

BHC PROPERTIES
 10909 FONDREN RD
 HOUSTON TX 77096

00001489353950110000034232103108

BILL ACCOUNT NUMBER

0000148935

Understanding Your Bill

Your Bill Account Number - A unique number assigned to your account. Customers with multiple locations may have multiple account numbers.

Due Date - The date your payment is due to arrive at ENGIE Resources in order to avoid late charges.

Energy Charge - A charge based on the electric energy (kWh) consumed.

Utility Charges - Charges for services rendered by your local Transmission and Distribution Service Provider. These charges are set by the service provider.

Taxes - Taxes imposed on energy and utility charges and remitted to taxing entities.

Gross Receipts Tax Reimbursement - A fee assessed to recover the miscellaneous gross receipts tax imposed on retail electric providers operating in an incorporated city or town having a population more than 1,000.

PUC Assessment Reimbursement - A fee assessed to recover the statutory fee for administering the Public Utility Regulatory Act.

Sales Tax - Sales tax collected by authorized taxing authorities, such as the state, cities, and special purpose districts.

Late Payment Penalty - A charge assessed for late payment in accordance with Public Utility Commission rules.

kW (Kilowatt) - The standard unit for measuring electricity demand, equal to 1,000 watts.

kWh (Kilowatt-hour) - The standard unit for measuring electricity energy consumption, equal to 1,000 watt-hours.

Prevent Disconnect - Please be aware that all charges must be paid each month to keep your account current and prevent collection activities. Neglecting to pay all charges may result in disconnection.

Right to Dispute Bill - If you believe your bill is inaccurate or you wish to dispute all or part of any bill, please contact ENGIE Resources at 1-866-693-6443 (1-866-MYEngie). If you are not satisfied with the decision or do not receive a decision within 10 days, you have the right to appeal to the Public Utility Commission of Texas, P.O. Box 13326, Austin, TX 78711-3326. Telephone 1-888-782-8477. Hearing and speech impaired individuals with text telephone (TTY) may contact the commission at 1-512-936-7136.

Corporate Headquarters: ENGIE Resources, 1360 Post Oak Blvd, Suite 400, Houston TX 77056,
Internet: www.ENGIEResources.com.

* **Make electronic payments to:** Bank of America Merrill Lynch, Dallas, ACH Routing: 111000012, Wire ABA: 026009593, Account Number: 4451335207.

* **Mail payments to:** ENGIE Resources LLC, P.O. Box 841680 Dallas, TX 75284-1680.

* **Mail overnight payments to:** Bank of America Lockbox Services, Lockbox 841680, 1950 N Stemmons Freeway, Suite 5010 Dallas, TX 75207.

* **Mail notes and letters in a separate envelope to:** ENGIE Resources, 1360 Post Oak Blvd, Suite 400, Houston TX 77056.

* Fed. I.D. 37-1796578.

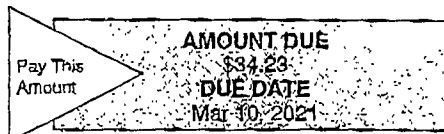
* PUCT License # 10053.



SERVICE ADDRESS:
 BHC PROPERTIES
 10909 FONDREN RD #2210
 HOUSTON, TX 77096
ESI ID Number:
 1008901009190747102100
BILL ACCOUNT NUMBER: 0000148935
STATEMENT ID: 3950114

BILLING PERIOD
 Jan 13, 2021 to Feb 12, 2021

Page 3



Questions about
Your Bill?

Phone
866-MYEngie
866-693-6443

Online Billing
accounts.engieresources.com

Email Us
care@engieresources.com

Charges for Billing Period for Jan 13, 2021 to Feb 12, 2021

For power outages and other
electrical emergencies, call your
electric distribution company:

CenterPoint Energy
1-800-332-7143

ESI ID Number
1008901009190747102100

Fixed Price Energy Charge 285.96kWh @ \$0.04081	\$11.67
Subtotal Supplier Charges	\$11.67
Ancillary Services Charge	\$5.88
Subtotal Settlement Charges	\$5.88
Accumulated Deferred Federal Income Tax	-\$0.01
Customer Charge	\$2.30
Distribution System Charge 271 kWh @ \$0.020332	\$5.51
Electricity Relief Program 271 kWh @ \$0.000332	\$0.09
Energy Efficiency Cost Recovery Factor 271 kWh @ \$0.000554	\$0.15
Metering Charge	\$2.09
Rate Reduction Credit 271 kWh @ \$-0.000627	-\$0.17
Transition Charge 4 271 kWh @ \$0.000886	\$0.24
Transition Charge 5 271 kWh @ \$0.002251	\$0.61
Transmission Cost Recovery Factor 271 kWh @ \$0.019077	\$5.17
Subtotal TDSP Charges	\$15.98
Gross Receipts Tax - Delivery	\$0.30
Gross Receipts Tax - Supply	\$0.35
Puca Reimbursement - Delivery	\$0.02
Puca Reimbursement - Supply	\$0.03
Subtotal Taxes and Fees	\$0.70
Current Energy Charges	\$34.23
Total Charges for this Billing Period	\$34.23

GENERAL INFORMATION

Thank you for being an ENGIE Resources customer, we value your business.
 The average price you paid for electric service this month: 2.170¢ per kWh.
Please be aware that your service with ENGIE Resources at the contract price in this agreement will expire on the regularly scheduled utility meter read date that follows the last day of April 2021.
If by that time you have not signed a new contract for service with ENGIE Resources, signed a contract with another electricity provider, or provided a written request to ENGIE Resources to transfer your accounts to the default service provider, then you will begin paying a post-term rate for month-to-month service. The contract price for post-term service will be an amount equal to the applicable real time index price as posted by the independent system operator for the relevant delivery point, plus a per kWh Post-Term Charge as defined in your Agreement, plus any applicable non-utility charges, Taxes, and Utility Related Charges.
 Meter data on back.
 ENGIE Resources reports status of accounts and payment history to credit bureaus.

BILL ACCOUNT NUMBER

0000148935

Summary of Usage by Meter

Reading Dates Previous/Current	Meter Number	Meter Constant	Meter Reading		Usage Type	Usage
			Previous	Current		
Jan 13 / Feb 12	162288530	1	0	0	kWh	271

UNDERSTANDING YOUR METER INFORMATION

Meter Constant - A fixed value which is used when converting meter readings to actual energy use.

Power Factor - A measurement used by some electrical distribution companies to determine the ratio of real power flowing to the load of apparent power.

OffPk (Off-Peak) - Those periods of time at which energy is generally being delivered far below the utility's maximum demand.

OnPk (On-Peak) - Those periods of time at which energy is generally being delivered near or at the utility's maximum demand.

kW (kilowatt) - A unit of power equal to 1000 watts.

kWh (Kilowatt-hour) - The standard unit for measuring electricity energy consumption, equal to 1,000 watt-hours.

kVa (Kilovolt-ampere) - The amount of apparent power in an electrical circuit, equal to the product of voltage and current.

kVAR (Kilo-Volt-Amperes Reactive) - The product of the voltage and the amperage required to excite inductive circuits.

kVARH (Kilo-Volt Amp Reactive Hours) - A measure of energy supplied but not converted into work.

kV (kilovolt) - A unit of electromotive force, equal to 1,000 volts.

Jun. 24, 2021 7:31PM

No. 8286 P. 25/80

Engie Account 0000148936

Billing Period Jan 13, 2021 to Feb 12, 2021

The invoice paid on 4/25/21 for Current Charges of \$5029.13

Reflecting Previous Balance \$12,742.40

Payment Received \$12,742.40

Current Charges \$ 5,029.13

Paid 4/25/21 \$ 5,029.13

For a zero balance

© 2021 ENGIE RESOURCES, ALL RIGHTS RESERVED



Home

Payment



Success

Thank you for your payment. A confirmation message has been sent to the account owner and any linked users who have elected to receive payment notifications.

Account: 0000148936
Amount: \$5,029.13
Payment Date: 4/25/21
Confirmation Number: 65168962

Dismiss

Jun. 24. 2021 7:32PM

No. 8286 P. 27/80



SERVICE ADDRESS:
BHC PROPERTIES
10909 FONDREN RD BSA
HOUSTON, TX 77098
ESI ID Number:
1008901009190748869100
BILL ACCOUNT NUMBER: 0000148936
STATEMENT ID: 3949543

BILLING PERIOD
Jan 13, 2021 to Feb 12, 2021

Page 1

Pay This Amount	AMOUNT DUE
	\$5,029.13
	DUE DATE Mar 10, 2021

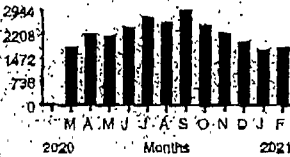
Questions about
Your Bill?

Phone
866-MYEngie
866-693-6443

Online Billing
accounts.engieresources.com

Email Us
care@engieresources.com

kWh - Average Per Day



Types of Meter Readings:

Actual ☒ Estimated ☐

You used 54,824 kWh
in 28 days, or an
average of 1,820
kWh a day.

ACCOUNT BALANCE AS OF FEB 18, 2021

Previous Balance	\$12,742.40
Payments Received - THANK YOU	-\$12,742.40
Current Charges	\$5,029.13
Total Amount Due	\$5,029.13

Summary of Current Charges

Total ENGIE Resources Energy Charges	\$3,543.23
Total CenterPoint Energy Energy Charges	\$1,382.55
Total Taxes	\$103.35
Total Current Charges	\$5,029.13

IMPORTANT MESSAGES

PDF COPY ONLY - No Paper Bill was Created

[Signature] 4/25/21

To pay electronically and other Important information, see back →

Return this part to address below with a check payable to ENGIE Resources



PO Box 17867
San Antonio TX 78217

Your Bill Account Number

0000148936

Due Date

Mar 10, 2021

Pay This Amount

\$5,029.13

Amount Enclosed



ENGIE Resources LLC
PO Box 841680
Dallas TX 75284-1680

BHC PROPERTIES
10909 FONDREN RD
HOUSTON TX 77098

00001489363949540005029132103105

BILL ACCOUNT NUMBER
0000148936

Understanding Your Bill

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Sales Tax - Sales tax collected by authorized taxing authorities, such as the state, cities, and special purpose districts.

Late Payment Penalty - A charge assessed for late payment in accordance with Public Utility Commission rules.

kW (Kilowatt) - The standard unit for measuring electricity demand, equal to 1,000 watts.

kWh (Kilowatt-hour) - The standard unit for measuring electricity energy consumption, equal to 1,000 watt-hours.

Prevent Disconnect - Please be aware that all charges must be paid each month to keep your account current and prevent collection activities. Neglecting to pay all charges may result in disconnection.

Right to Dispute Bill - If you believe your bill is inaccurate or you wish to dispute all or part of any bill, please contact ENGIE Resources at 1-866-693-6443 (1-866-MYEngie). If you are not satisfied with the decision or do not receive a decision within 10 days, you have the right to appeal to the Public Utility Commission of Texas, P.O. Box 13326, Austin, TX 78711-3326. Telephone 1-888-762-8477. Hearing and speech impaired individuals with text telephone (TTY) may contact the commission at 1-512-936-7136.

Corporate Headquarters: ENGIE Resources, 1360 Post Oak Blvd, Suite 400, Houston TX 77056,
Internet: www.ENGIEResources.com.

* **Make electronic payments to:** Bank of America Merrill Lynch, Dallas, ACH Routing: 111000012, Wire ABA: 026009593, Account Number: 4451335207.

* **Mail payments to:** ENGIE Resources LLC, P.O. Box 841680 Dallas, TX 75284-1680.

* **Mail overnight payments to:** Bank of America Lockbox Services, Lockbox 841680, 1950 N Stemmons Freeway, Suite 5010 Dallas, TX 75207.

* **Mail notes and letters in a separate envelope to:** ENGIE Resources, 1360 Post Oak Blvd, Suite 400, Houston TX 77056.

* Fed. I.D. 37-1796578.

* PUCT License # 10053.

Jun. 24, 2021 7:32PM

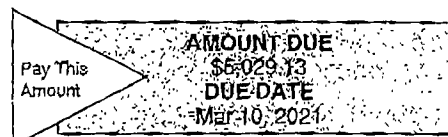
No. 8286 P. 29/80



SERVICE ADDRESS:
BHC PROPERTIES
10909 FONDREN RD BSA
HOUSTON, TX 77096
ESI ID Number:
1008901009190746889100
BILL ACCOUNT NUMBER: 0000148936
STATEMENT ID: 3949543

BILLING PERIOD
Jan 13, 2021 to Feb 12, 2021

Page 3



Questions about Your Bill?	Phone 866-MYEngie 866-693-6443	Online Billing accounts.engieresources.com	Email Us care@engieresources.com
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For power outages and other
electrical emergencies, call your
electric distribution company:
CenterPoint Energy
1-800-332-7143
ESI ID Number
1008901009190746889100

Charges for Billing Period for Jan 13, 2021 to Feb 12, 2021

Fixed Price Energy Charge 57640.34kWh @ \$0.04081	\$2,352.30
Subtotal Supplier Charges	\$2,352.30
Ancillary Services Charge	\$1,190.63
Congestion Settlement Charge 57640.34kWh @ \$0.00001	\$0.30
Subtotal Settlement Charges	\$1,190.93
Accumulated Deferred Federal Income Tax	-\$0.88
Customer Charge	\$3.00
Distribution System Charge 162 NCP kVA @ \$4.449383	\$720.80
Electricity Relief Program 54624 kWh @ \$0.00033	\$18.03
Energy Efficiency Cost Recovery Factor 54624 kWh @ \$0.000428	\$23.38
Metering Charge	\$7.41
Nuclear Decommissioning Charge 162 NCP kVA @ \$0.000617	\$0.10
Rate Reduction Credit 162 NCP kVA @ \$-0.118852	-\$18.93
Transition Charge 4 162 NCP kVA @ \$0.100123	\$16.22
Transition Charge 5 54624 kWh @ \$0.002106	\$115.04
Transmission Cost Recovery Factor 162.24 NCP kVA @ \$3.071869	\$498.38
Subtotal TDSP Charges	\$1,382.55
Gross Receipts Tax - Delivery	\$24.62
Gross Receipts Tax - Supply	\$70.77
Puca Reimbursement - Delivery	\$2.06
Puca Reimbursement - Supply	\$5.90
Subtotal Taxes and Fees	\$103.35
Current Energy Charges	\$5,029.13
Total Charges for this Billing Period	\$5,029.13

GENERAL INFORMATION

Thank you for being an ENGIE Resources customer, we value your business.
The average price you paid for electric service this month: 2.180¢ per kWh.
Please be aware that your service with ENGIE Resources at the contract price in this agreement will expire on the regularly scheduled utility meter read date that follows the last day of April 2021.
If by that time you have not signed a new contract for service with ENGIE Resources, signed a contract with another electricity provider, or provided a written request to ENGIE Resources to transfer your accounts to the default service provider, then you will begin paying a post-term rate for month-to-month service. The contract price for post-term service will be an amount equal to the applicable real time index price as posted by the independent system operator for the relevant delivery point, plus a per kWh Post-Term Charge as defined in your Agreement, plus any applicable non-utility charges, Taxes, and Utility Related Charges.
Meter data on back.
ENGIE Resources reports status of accounts and payment history to credit bureaus.

BILL ACCOUNT NUMBER

0000148936

Summary of Usage by Meter

Reading Dates Previous/Current	Meter Number	Meter Constant	Meter Reading		Usage Type	Usage
			Previous	Current		
Jan 13 / Feb 12	190842685	96	0	0	kVARh	162.2
Jan 13 / Feb 12	190842685	96	0	0	kWh	54,624

UNDERSTANDING YOUR METER INFORMATION

Meter Constant - A fixed value which is used when converting meter readings to actual energy use.

Power Factor - A measurement used by some electrical distribution companies to determine the ratio of real power flowing to the load of apparent power.

OffPk (Off-Peak) - Those periods of time at which energy is generally being delivered far below the utility's maximum demand.

OnPk (On-Peak) - Those periods of time at which energy is generally being delivered near or at the utility's maximum demand.

kW (kilowatt) - A unit of power equal to 1000 watts.

kWh (Kilowatt-hour) - The standard unit for measuring electricity energy consumption, equal to 1,000 watt-hours.

kVa (Kilovolt-ampere) - The amount of apparent power in an electrical circuit, equal to the product of voltage and current.

kVAR (Kilo-Volt-Ampere Reactive) - The product of the voltage and the amperage required to excite inductive circuits

kVARH (Kilo-Volt Amp Reactive Hours) - A measure of energy supplied but not converted into work.

kV (kilovolt) - A unit of electromotive force, equal to 1,000 volts.

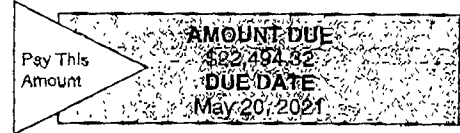
Jun. 24. 2021 7:32PM

No. 8286 P. 31/80

BILL ACCOUNT NUMBER: 0000148936
STATEMENT ID: 4210613

BILLING PERIOD
Jan 13, 2021 to Feb 12, 2021

Page 1



Questions about
Your Bill?

Phone
866-MYEngie
866-693-6443

Online Billing
accounts.engieresources.com

Email Us
care@engieresources.com

IMPORTANT
MESSAGES

ACCOUNT BALANCE AS OF APR 30, 2021

Previous Balance	\$28,581.51
Payments Received - THANK YOU <i>drafted/paid on 4/25/2021</i>	-\$5,029.13
Current Charges	-\$1,058.06
Total Amount Due	\$22,494.32

Summary of Current Charges

Total Charges for 1008901009190746869100, 01/13/2021-02/12/2021	\$3,971.07
Total Charges for 1008901009190746869100, 01/13/2021-02/12/2021	-\$5,029.13
Total Current Charges	-\$1,058.06

To pay electronically and other important information, see back →

Return this part to address below with a check payable to ENGIE Resources



PO Box 17867
San Antonio TX 78217

Your Bill Account Number

0000148936

Due Date

May 20, 2021

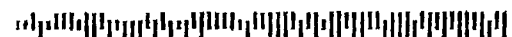
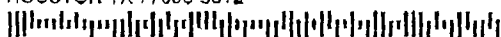
Pay This Amount

\$22,494.32

Amount Enclosed



BHC PROPERTIES
10909 FONDREN RD
HOUSTON TX 77096-5512



ENGIE Resources LLC
PO Box 841680
Dallas TX 75284-1680

00001489364210610022494322105205

BILL ACCOUNT NUMBER
0000148936

Understanding Your Bill

Your Bill Account Number - A unique number assigned to your account. Customers with multiple locations may have multiple account numbers.

Due Date - The date your payment is due to arrive at ENGIE Resources in order to avoid late charges.

Energy Charge - A charge based on the electric energy (kWh) consumed.

Utility Charges - Charges for services rendered by your local Transmission and Distribution Service Provider. These charges are set by the service provider.

Taxes - Taxes imposed on energy and utility charges and remitted to taxing entities.

Gross Receipts Tax Reimbursement - A fee assessed to recover the miscellaneous gross receipts tax imposed on retail electric providers operating in an incorporated city or town having a population more than 1,000.

PUC Assessment Reimbursement - A fee assessed to recover the statutory fee for administering the Public Utility Regulatory Act.

Sales Tax - Sales tax collected by authorized taxing authorities, such as the state, cities, and special purpose districts.

Late Payment Penalty - A charge assessed for late payment in accordance with Public Utility Commission rules.

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Corporate Headquarters: ENGIE Resources, 1360 Post Oak Blvd, Suite 400, Houston TX 77056.
Internet: www.ENGIEResources.com.

* **Make electronic payments to:** Bank of America Merrill Lynch, Dallas, ACH Routing: 111000012, Wire ABA: 026009593, Account Number: 4451335207.

* **Mail payments to:** ENGIE Resources LLC, P.O. Box 841680 Dallas, TX 75284-1680.

* **Mail overnight payments to:** Bank of America Lockbox Services, Lockbox 841680, 1950 N Stemmons Freeway, Suite 5010 Dallas, TX 75207.

* **Mail notes and letters in a separate envelope to:** ENGIE Resources, 1360 Post Oak Blvd, Suite 400, Houston TX 77056.

* Fed. I.D. 37-1796578.

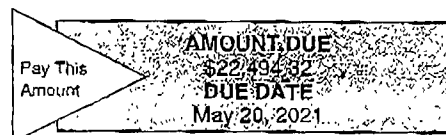
* PUCT License # 10053.



SERVICE ADDRESS:
 BHC PROPERTIES
 10809 FONDREN RD BSA
 HOUSTON, TX 77096
ESI ID Number:
 1008901009190746869100
BILL ACCOUNT NUMBER: 0000148936
STATEMENT ID: 4210613

BILLING PERIOD
 Jan 13, 2021 to Feb 12, 2021

Page 3



Questions about
Your Bill?

Phone
866-MYEngie
866-693-6443

Online Billing
accounts.engieresources.com

Email Us
care@engieresources.com

Charges for Billing Period for Jan 13, 2021 to Feb 12, 2021

For power outages and other
electrical emergencies, call your
electric distribution company:

CenterPoint Energy

1-800-332-7143

ESI ID Number

1008901009190746869100

kWh - Average Per Day



Types of Meter Readings:

Actual ☒ Estimated ☐

You used 54,624 kWh
in 30 days, or an
average of 2,055 kWh a day.

Fixed Price Energy Charge 57640.34kWh @ \$0.04081	\$2,352.30
Subtotal Supplier Charges	\$2,352.30
Ancillary Services Charge	\$154.73
Congestion Settlement Charge 57640.34kWh @ \$0.00001	\$0.55
Subtotal Settlement Charges	\$155.28
Accumulated Deferred Federal Income Tax	-\$0.88
Customer Charge	\$3.00
Distribution System Charge 162 NCP kVA @ \$4.449383	\$720.80
Electricity Relief Program 54624 kWh @ \$0.00033	\$18.03
Energy Efficiency Cost Recovery Factor 54624 kWh @ \$0.000428	\$23.38
Metering Charge	\$7.41
Nuclear Decommissioning Charge 162 NCP kVA @ \$0.000617	\$0.10
Rate Reduction Credit 162 NCP kVA @ \$-0.116852	-\$18.93
Transition Charge 4 162 NCP kVA @ \$0.100123	\$16.22
Transition Charge 5 54624 kWh @ \$0.002106	\$115.04
Transmission Cost Recovery Factor 162.24 NCP kVA @ \$3.071869	\$498.38
Subtotal TDSP Charges	\$1,382.55
Gross Receipts Tax - Delivery	\$24.62
Gross Receipts Tax - Supply	\$50.08
Puca Reimbursement - Delivery	\$2.06
Puca Reimbursement - Supply	\$4.18
Subtotal Taxes and Fees	\$80.94
Current Energy Charges	\$3,971.07
Total Charges for this Billing Period	\$3,971.07

GENERAL INFORMATION

Thank you for being an ENGIE Resources customer, we value your business.
 The average price you paid for electric service this month: 7.122¢ per kWh.
 Please be aware that your service with ENGIE Resources at the contract price in this agreement will expire on the regularly scheduled utility meter read date that follows the last day of April 2021.
 If by that time you have not signed a new contract for service with ENGIE Resources, signed a contract with another electricity provider, or provided a written request to ENGIE Resources to transfer your accounts to the default service provider, then you will begin paying a post-term rate for month-to-month service. The contract price for post-term service will be an amount equal to the applicable real time index price as posted by the independent system operator for the relevant delivery point, plus a per kWh Post-Term Charge as defined in your Agreement, plus any applicable non-utility charges, Taxes, and Utility Related Charges.
 Meter data on back.
 ENGIE Resources reports status of accounts and payment history to credit bureaus.

BILL ACCOUNT NUMBER

0000148936

Summary of Usage by Meter

Reading Dates Previous/Current	Meter Number	Meter Constant	Meter Reading		Usage Type	Usage
			Previous	Current		
Jan 13 / Feb 12	I90842685	96	0	0	kVARh	162.2
Jan 13 / Feb 12	I90842685	96	0	0	kWh	54,624

UNDERSTANDING YOUR METER INFORMATION

Meter Constant - A fixed value which is used when converting meter readings to actual energy use.

Power Factor - A measurement used by some electrical distribution companies to determine the ratio of real power flowing to the load of apparent power.

OffPk (Off-Peak) - Those periods of time at which energy is generally being delivered far below the utility's maximum demand.

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kVAR (Kilo-Volt-Amperes Reactive) - The product of the voltage and the amperage required to excite inductive circuits.

kVARH (Kilo-Volt Amp Reactive Hours) - A measure of energy supplied but not converted into work.

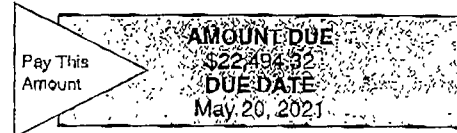
kV (kilovolt) - A unit of electromotive force, equal to 1,000 volts.



SERVICE ADDRESS:
 BHC PROPERTIES
 10909 FONDREN RD BSA
 HOUSTON, TX 77036
ESI ID Number:
 1008901009190746869100
BILL ACCOUNT NUMBER: 0000148936
STATEMENT ID: 4210613

BILLING PERIOD
 Jan 13, 2021 to Feb 12, 2021

Page 5



Questions about
Your Bill?

Phone
866-MYEngie
866-693-6442

Online Billing
accounts.engieresources.com

Email Us
care@engieresources.com

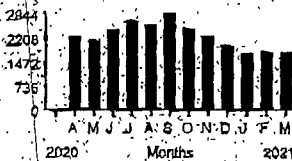
Charges for Billing Period for Jan 13, 2021 to Feb 12, 2021

For power outages and other
electrical emergencies, call your
electric distribution company:

CenterPoint Energy
1-800-332-7143

ESI ID Number
1008901009190746869100

kWh - Average Per Day



Types of Meter Readings:

Actual ☒ Estimated ☐

You used -54,624 kWh
in 31 days, or an
average of 1,789 kWh a day.

Fixed Price Energy Charge -57640.34kWh @ \$0.04081	-\$2,352.30
Subtotal Supplier Charges	-\$2,352.30
Ancillary Services Charge	-\$1,190.63
Congestion Settlement Charge -57640.34kWh @ \$0.00001	-\$0.30
Subtotal Settlement Charges	-\$1,190.93
Accumulated Deferred Federal Income Tax	\$0.88
Customer Charge	-\$3.00
Distribution System Charge -162 NCP kVA @ \$4.449383	-\$720.80
Electricity Relief Program -54624 kWh @ \$0.00033	-\$18.03
Energy Efficiency Cost Recovery Factor -54824 kWh @ \$0.000428	-\$23.38
Metering Charge	-\$7.41
Nuclear Decommissioning Charge -162 NCP kVA @ \$0.000617	-\$0.10
Rate Reduction Credit -162 NCP kVA @ \$-0.116852	\$18.93
Transition Charge 4 -162 NCP kVA @ \$0.100123	-\$16.22
Transition Charge 5 -54624 kWh @ \$0.002106	-\$115.04
Transmission Cost Recovery Factor -162.24 NCP kVA @ \$3.071869	-\$498.38
Subtotal TDSP Charges	-\$1,382.55
Gross Receipts Tax - Delivery	-\$24.62
Gross Receipts Tax - Supply	-\$70.77
Puca Reimbursement - Delivery	-\$2.06
Puca Reimbursement - Supply	-\$5.90
Subtotal Taxes and Fees	-\$103.35

Current Energy Charges **-\$5,029.13**

Total Charges for this Billing Period **-\$5,029.13**

GENERAL INFORMATION

Thank you for being an ENGIE Resources customer, we value your business.

The average price you paid for electric service this month: 0¢ per kWh.

Please be aware that your service with ENGIE Resources at the contract price in this agreement will expire on the regularly scheduled utility meter read date that follows the last day of January 0001.

If by that time you have not signed a new contract for service with ENGIE Resources, signed a contract with another electricity provider, or provided a written request to ENGIE Resources to transfer your accounts to the default service provider, then you will begin paying a post-term rate for month-to-month service. The contract price for post-term service will be an amount equal to the applicable real time index price as posted by the independent system operator for the relevant delivery point, plus a per kWh Post-Term Charge as defined in your Agreement, plus any applicable non-utility charges, Taxes, and Utility Related Charges.

Meter data on back.

ENGIE Resources reports status of accounts and payment history to credit bureaus.

BILL ACCOUNT NUMBER
0000148936**Summary of Usage by Meter**

Reading Dates Previous/Current	Meter Number	Meter Constant	Meter Reading		Usage Type	Usage
			Previous	Current		
Jan 13 / Feb 12	I90842685	96	0	0	kVARh	-162.2
Jan 13 / Feb 12	I90842685	96	0	0	kWh	-54,624

UNDERSTANDING YOUR METER INFORMATION

Meter Constant - A fixed value which is used when converting meter readings to actual energy use.

Power Factor - A measurement used by some electrical distribution companies to determine the ratio of real power flowing to the load of apparent power.

OffPk (Off-Peak) - Those periods of time at which energy is generally being delivered far below the utility's maximum demand.

OnPk (On-Peak) - Those periods of time at which energy is generally being delivered near or at the utility's maximum demand.

kW (kilowatt) - A unit of power equal to 1000 watts.

kWh (Kilowatt-hour) - The standard unit for measuring electricity energy consumption, equal to 1,000 watt-hours.

kVa (Kilovolt-ampere) - The amount of apparent power in an electrical circuit, equal to the product of voltage and current.

kVAR (Kilo-Volt-Amperes Reactive) - The product of the voltage and the amperage required to excite inductive circuits.

kVARH (Kilo-Volt Amp Reactive Hours) - A measure of energy supplied but not converted into work.

kV (kilovolt) - A unit of electromotive force, equal to 1,000 volts.

Engie Account 0000148937

Billing Period Jan 13, 2021 to Feb 12, 2021

The invoice paid on 4/25/21 for Current Charges of \$16.69
Reflecting Previous Balance \$43.61

Payment Received \$43.61

Current Charges \$ 16.69

Paid 4/25/21 \$ 16.69

For a zero balance

© 2021 ENLITE RESOURCES. All rights reserved.



Dismiss

Dismiss



Success

Thank you for your payment. A confirmation message has been sent to the account owner and any linked users who have elected to receive payment notifications.

Account: 0000148937
Amount: \$16.69
Payment Date: 4/25/21
Confirmation Number: 65181182

Dismiss



SERVICE ADDRESS:
 BHC PROPERTIES
 10909 1/3 FONDREN RD BS
 HOUSTON, TX 77096
ESI ID Number:
 1008901009190746874200
BILL ACCOUNT NUMBER: 0000148937
STATEMENT ID: 3949563

BILLING PERIOD
 Jan 13, 2021 to Feb 12, 2021

Page 1

Pay This Amount	AMOUNT DUE
	\$16.69
	DUE DATE Mar 10, 2021

Questions about
Your Bill?

Phone
 866-MYEngie
 866-693-6443

Online Billing
accounts.engieresources.com

Email Us
care@engieresources.com

kWh - Average Per Day



Types of Meter Readings:

Actual: ☒ Estimated: ☐

You used 105 kWh
 in 28 days, or an
 average of 3
 kWh a day.

ACCOUNT BALANCE AS OF FEB 18, 2021

Previous Balance	\$43.61
Payments Received - THANK YOU	-\$43.61
Current Charges	\$16.69
Total Amount Due	\$16.69

Summary of Current Charges

Total ENGIE Resources Energy Charges	\$6.79
Total CenterPoint Energy Energy Charges	\$9.57
Total Taxes	\$0.33
Total Current Charges	\$16.69

IMPORTANT MESSAGES

PDF COPY ONLY - No Paper Bill was Created

[Signature] 4/25/21

To pay electronically and other important information, see back →

Return this part to address below with a check payable to ENGIE Resources



PO Box 17867
 San Antonio TX 78217

Your Bill Account Number

0000148937

Due Date

Mar 10, 2021

Pay This Amount

\$16.69

Amount Enclosed

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ENGIE Resources LLC
 PO Box 841680
 Dallas TX 75284-1680

BHC PROPERTIES
 10909 FONDREN RD
 HOUSTON TX 77096

00001489373949560000016692103106

BILL ACCOUNT NUMBER

0000148937

Understanding Your Bill

Your Bill Account Number - A unique number assigned to your account. Customers with multiple locations may have multiple account numbers.

Due Date - The date your payment is due to arrive at ENGIE Resources in order to avoid late charges.

Energy Charge - A charge based on the electric energy (kWh) consumed.

Utility Charges - Charges for services rendered by your local Transmission and Distribution Service Provider. These charges are set by the service provider.

Taxes - Taxes imposed on energy and utility charges and remitted to taxing entities.

Gross Receipts Tax Reimbursement - A fee assessed to recover the miscellaneous gross receipts tax imposed on retail electric providers operating in an incorporated city or town having a population more than 1,000.

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Right to Dispute Bill - If you believe your bill is inaccurate or you wish to dispute all or part of any bill, please contact ENGIE Resources at 1-866-693-6443 (1-866-MYEngie). If you are not satisfied with the decision or do not receive a decision within 10 days, you have the right to appeal to the Public Utility Commission of Texas, P.O. Box 13326, Austin, TX 78711-3326. Telephone 1-888-782-8477. Hearing and speech impaired individuals with text telephone (TTY) may contact the commission at 1-512-936-7136.

Corporate Headquarters: ENGIE Resources, 1360 Post Oak Blvd, Suite 400, Houston TX 77056,
Internet: www.ENGIEResources.com.

* **Make electronic payments to:** Bank of America Merrill Lynch, Dallas, ACH Routing: 111000012, Wire ABA: 026009593, Account Number: 4451335207.

* **Mail payments to:** ENGIE Resources LLC, P.O. Box 841680 Dallas, TX 75284-1680.

* **Mail overnight payments to:** Bank of America Lockbox Services, Lockbox 841680, 1950 N Stemmons Freeway, Suite 5010 Dallas, TX 75207.

* **Mail notes and letters in a separate envelope to:** ENGIE Resources, 1360 Post Oak Blvd, Suite 400, Houston TX 77056.

* Fed. I.D. 37-1796578.

* PUCT License # 10053.



SERVICE ADDRESS:
 BHC PROPERTIES
 10909 1/3 FONDREN RD BS
 HOUSTON, TX 77096
ESI ID Number:
 1008901009190746874200
BILL ACCOUNT NUMBER: 0000148937
STATEMENT ID: 3949563

BILLING PERIOD
 Jan 13, 2021 to Feb 12, 2021

Page 3

Pay This
Amount

AMOUNT DUE

\$16.69

DUE DATE

Mar 10, 2021

Questions about
Your Bill?

Phone
866-MYEngie
866-693-6443

Online Billing
accounts.engieresources.com

Email Us
care@engieresources.com

Charges for Billing Period for Jan 13, 2021 to Feb 12, 2021

For power outages and other electrical emergencies, call your electric distribution company:	Fixed Price Energy Charge 110.74kWh @ \$0.04081	\$4.52
CenterPoint Energy	Subtotal Supplier Charges	\$4.52
1-800-332-7143	Ancillary Services Charge	\$2.28
ESI ID Number	Congestion Settlement Charge 110.74kWh @ \$0.00009	\$0.01
1008901009190746874200	Subtotal Settlement Charges	\$2.27
	Accumulated Deferred Federal Income Tax	-\$0.05
	Electricity Relief Program 105 kWh @ \$0.00033	\$0.03
	Non Metered Service	\$8.61
	Rate Reduction Credit 105 kWh @ \$-0.000919	-\$0.10
	Transition Charge 4 105 kWh @ \$0.007032	\$0.74
	Transition Charge 5 105 kWh @ \$0.003247	\$0.34
	Subtotal TDSP Charges	\$9.57
	Gross Receipts Tax - Delivery	\$0.17
	Gross Receipts Tax - Supply	\$0.14
	Puca Reimbursement - Delivery	\$0.01
	Puca Reimbursement - Supply	\$0.01
	Subtotal Taxes and Fees	\$0.33
	Current Energy Charges	\$16.69
	Total Charges for this Billing Period	\$16.69

GENERAL INFORMATION

Thank you for being an ENGIE Resources customer, we value your business.
 The average price you paid for electric service this month: 2.152¢ per kWh.
 Please be aware that your service with ENGIE Resources at the contract price in this agreement will expire on the regularly scheduled utility meter read date that follows the last day of April 2021.

If by that time you have not signed a new contract for service with ENGIE Resources, signed a contract with another electricity provider, or provided a written request to ENGIE Resources to transfer your accounts to the default service provider, then you will begin paying a post-term rate for month-to-month service. The contract price for post-term service will be an amount equal to the applicable real time index price as posted by the independent system operator for the relevant delivery point, plus a per kWh Post-Term Charge as defined in your Agreement, plus any applicable non-utility charges, Taxes, and Utility Related Charges.
 Meter data on back.

ENGIE Resources reports status of accounts and payment history to credit bureaus.

BILL ACCOUNT NUMBER
0000148937**Summary of Usage by Meter**

Reading Dates Previous/Current	Meter Number	Meter Constant	Meter Reading		Usage Type	Usage
			Previous	Current		
Jan 13 / Feb 12	Unmetered	0	0	0	kWh	105

UNDERSTANDING YOUR METER INFORMATION

Meter Constant - A fixed value which is used when converting meter readings to actual energy use.

Power Factor - A measurement used by some electrical distribution companies to determine the ratio of real power flowing to the load of apparent power.

OffPk (Off-Peak) - Those periods of time at which energy is generally being delivered far below the utility's maximum demand.

OnPk (On-Peak) - Those periods of time at which energy is generally being delivered near or at the utility's maximum demand.

kW (kilowatt) - A unit of power equal to 1000 watts.

kWh (Kilowatt-hour) - The standard unit for measuring electricity energy consumption, equal to 1,000 watt-hours.

kVa (Kilovolt-ampere) - The amount of apparent power in an electrical circuit, equal to the product of voltage and current.

kVAR (Kilo-Volt-Amperes Reactive) - The product of the voltage and the amperage required to excite inductive circuits.

kVARH (Kilo-Volt Amp Reactive Hours) - A measure of energy supplied but not converted into work.

kV (kilovolt) - A unit of electromotive force, equal to 1,000 volts.

Engle Account 0000148938

Billing Period Jan 13, 2021 to Feb 12, 2021

The invoice paid on 4/25/21 for Current Charges of \$7578.43

Reflecting Previous Balance \$12,935.09

Payment Received \$12,935.09

Current Charges \$ 7,578.43

Paid 4/25/21 \$ 7,578.43

For a zero balance

WALTON ENGINE RESOURCES, AN FORTIS FC

X

RETURN

PLEASE



Success

Thank you for your payment. A confirmation message has been sent to the account owner and any linked users who have elected to receive payment notifications.

Account: 0000148938
Amount: \$7,578.43
Payment Date: 4/25/21
Confirmation Number: 65181253

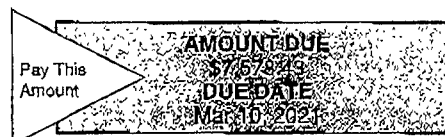
Dismiss



SERVICE ADDRESS:
 BHC PROPERTIES
 10909 FONDREN RD BS
 HOUSTON, TX 77096
ESI ID Number:
 1008901009190746874100
BILL ACCOUNT NUMBER: 0000148938
STATEMENT ID: 3949638

BILLING PERIOD
 Jan 13, 2021 to Feb 12, 2021

Page 1



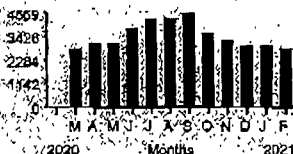
Questions about
Your Bill?

Phone
866-MYEngie
866-693-6443

Online Billing
accounts.engieresources.com

Email Us
care@engieresources.com

kWh - Average Per Day



Types of Meter Readings:

Actual ☒ Estimated ☐

You used 85,632 kWh
in 28 days, or an
average of 2,854
kWh a day.

ACCOUNT BALANCE AS OF FEB 18, 2021

Previous Balance	\$12,935.09
Payments Received - THANK YOU	-\$12,935.09
Current Charges	\$7,578.43
Total Amount Due	\$7,578.43

Summary of Current Charges

Total ENGIE Resources Energy Charges	\$5,554.59
Total CenterPoint Energy Energy Charges	\$1,868.22
Total Taxes	\$155.62
Total Current Charges	\$7,578.43

IMPORTANT MESSAGES

PDF COPY ONLY - No Paper Bill was Created

[Signature] 4/5/21

To pay electronically and other important information, see back →

Return this part to address below with a check payable to ENGIE Resources



PO Box 17867
San Antonio TX 78217

Your Bill Account Number

0000148938

Due Date

Mar 10, 2021

Pay This Amount

\$7,578.43

Amount Enclosed



BHC PROPERTIES
10909 FONDREN RD
HOUSTON TX 77096

ENGIE Resources LLC
PO Box 841680
Dallas TX 75284-1680

00001489383949630007578432103103

BILL ACCOUNT NUMBER
0000148938

Understanding Your Bill

Your Bill Account Number - A unique number assigned to your account. Customers with multiple locations may have multiple account numbers.

Due Date - The date your payment is due to arrive at ENGIE Resources in order to avoid late charges.

Energy Charge - A charge based on the electric energy (kWh) consumed.

Utility Charges - Charges for services rendered by your local Transmission and Distribution Service Provider. These charges are set by the service provider.

Taxes - Taxes imposed on energy and utility charges and remitted to taxing entities.

Gross Receipts Tax Reimbursement - A fee assessed to recover the miscellaneous gross receipts tax imposed on retail electric providers operating in an incorporated city or town having a population more than 1,000.

PUC Assessment Reimbursement - A fee assessed to recover the statutory fee for administering the Public Utility Regulatory Act.

Sales Tax - Sales tax collected by authorized taxing authorities, such as the state, cities, and special purpose districts.

Late Payment Penalty - A charge assessed for late payment in accordance with Public Utility Commission rules.

kW (Kilowatt) - The standard unit for measuring electricity demand, equal to 1,000 watts.

kWh (Kilowatt-hour) - The standard unit for measuring electricity energy consumption, equal to 1,000 watt-hours.

Prevent Disconnect - Please be aware that all charges must be paid each month to keep your account current and prevent collection activities. Neglecting to pay all charges may result in disconnection.

Right to Dispute Bill - If you believe your bill is inaccurate or you wish to dispute all or part of any bill, please contact ENGIE Resources at 1-866-893-6443 (1-866-MYEngie). If you are not satisfied with the decision or do not receive a decision within 10 days, you have the right to appeal to the Public Utility Commission of Texas, P.O. Box 13326, Austin, TX 78711-3326. Telephone 1-888-782-8477. Hearing and speech impaired individuals with text telephone (TTY) may contact the commission at 1-512-936-7136.

Corporate Headquarters: ENGIE Resources, 1360 Post Oak Blvd, Suite 400, Houston TX 77056,
Internet: www.ENGIEResources.com.

* **Make electronic payments to:** Bank of America Merrill Lynch, Dallas, ACH Routing: 111000012, Wire ABA: 026009593, Account Number: 4451335207.

* **Mail payments to:** ENGIE Resources LLC, P.O. Box 841680 Dallas, TX 75284-1680.

* **Mail overnight payments to:** Bank of America Lockbox Services, Lockbox 841680, 1950 N Stemmons Freeway, Suite 5010 Dallas, TX 75207.

* **Mail notes and letters in a separate envelope to:** ENGIE Resources, 1360 Post Oak Blvd, Suite 400, Houston TX 77056.

* Fed. I.D. 37-1796578.

* PUCT License # 10053.



SERVICE ADDRESS:
 SHC PROPERTIES
 10909 FONDREN RD BS
 HOUSTON, TX 77096
ESI ID Number:
 1008901009190746874100
BILL ACCOUNT NUMBER: 0000148938
STATEMENT ID: 3949638

BILLING PERIOD
 Jan 13, 2021 to Feb 12, 2021

Page 3



Questions about
Your Bill?

Phone
866-MYEngie
866-693-6443

Online Billing
accounts.engieresources.com

Email Us
care@engieresources.com

Charges for Billing Period for Jan 13, 2021 to Feb 12, 2021

For power outages and other
electrical emergencies, call your
electric distribution company:

CenterPoint Energy

1-800-332-7143

ESI ID Number

1008901009190746874100

Fixed Price Energy Charge 90360.6kWh @ \$0.04081	\$3,687.62
Subtotal Supplier Charges	\$3,687.62
Ancillary Services Charge	\$1,866.51
Congestion Settlement Charge 90360.6kWh @ \$0.00001	\$0.46
Subtotal Settlement Charges	\$1,866.97
Accumulated Deferred Federal Income Tax	-\$1.17
Customer Charge	\$3.00
Distribution System Charge 215 NCP kVA @ \$4.449395	\$956.62
Electricity Relief Program 85632 kWh @ \$0.00033	\$28.26
Energy Efficiency Cost Recovery Factor 85632 kWh @ \$0.000428	\$36.65
Metering Charge	\$7.41
Nuclear Decommissioning Charge 215 NCP kVA @ \$0.000605	\$0.13
Rate Reduction Credit 215 NCP kVA @ \$-0.116837	-\$25.12
Transition Charge 4 215 NCP kVA @ \$0.100093	\$21.52
Transition Charge 5 85632 kWh @ \$0.002106	\$180.34
Transmission Cost Recovery Factor 215.04 NCP kVA @ \$3.071894	\$660.58
Subtotal TDSP Charges	\$1,868.22
Gross Receipts Tax - Delivery	\$32.71
Gross Receipts Tax - Supply	\$110.92
Puca Reimbursement - Delivery	\$2.73
Puca Reimbursement - Supply	\$9.26
Subtotal Taxes and Fees	\$155.62
Current Energy Charges	\$7,578.43
Total Charges for this Billing Period	\$7,578.43

GENERAL INFORMATION

Thank you for being an ENGIE Resources customer, we value your business.
 The average price you paid for electric service this month: 4.306¢ per kWh.
 Please be aware that your service with ENGIE Resources at the contract price in this agreement will expire on the regularly scheduled utility meter read date that follows the last day of April 2021.

If by that time you have not signed a new contract for service with ENGIE Resources, signed a contract with another electricity provider, or provided a written request to ENGIE Resources to transfer your accounts to the default service provider, then you will begin paying a post-term rate for month-to-month service. The contract price for post-term service will be an amount equal to the applicable real time index price as posted by the independent system operator for the relevant delivery point, plus a per kWh Post-Term Charge as defined in your Agreement, plus any applicable non-utility charges, Taxes, and Utility Related Charges.
 Meter data on back.

ENGIE Resources reports status of accounts and payment history to credit bureaus.

BILL ACCOUNT NUMBER
0000148938

Summary of Usage by Meter

Reading Dates Previous/Current	Meter Number	Meter Constant	Meter Reading		Usage Type	Usage
			Previous	Current		
Jan 13 / Feb 12	190843476	384	0	0	kVARh	215
Jan 13 / Feb 12	190843476	384	0	0	kWh	85,632

UNDERSTANDING YOUR METER INFORMATION

Meter Constant - A fixed value which is used when converting meter readings to actual energy use.

Power Factor - A measurement used by some electrical distribution companies to determine the ratio of real power flowing to the load of apparent power.

OffPk (Off-Peak) - Those periods of time at which energy is generally being delivered far below the utility's maximum demand.

OnPk (On-Peak) - Those periods of time at which energy is generally being delivered near or at the utility's maximum demand.

kW (kilowatt) - A unit of power equal to 1000 watts.

kWh (Kilowatt-hour) - The standard unit for measuring electricity energy consumption, equal to 1,000 watt-hours.

kVa (Kilovolt-ampere) - The amount of apparent power in an electrical circuit, equal to the product of voltage and current.

kVAR (Kilo-Volt-Amperes Reactive) - The product of the voltage and the amperage required to excite inductive circuits.

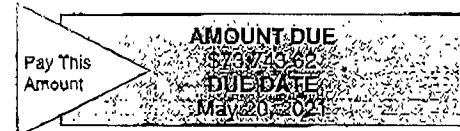
kVARH (Kilo-Volt Amp Reactive Hours) - A measure of energy supplied but not converted into work.

kV (kilovolt) - A unit of electromotive force, equal to 1,000 volts.

BILL ACCOUNT NUMBER: 0000148938
STATEMENT ID: 4210611

BILLING PERIOD
Jan 13, 2021 to Feb 12, 2021

Page 1



Questions about
Your Bill?

Phone
866-MYEngie
866-693-6443

Online Billing
accotints.engieresources.com

Email Us
care@engieresources.com

IMPORTANT
MESSAGES

ACCOUNT BALANCE AS OF APR 30, 2021

Previous Balance	<i>Reflecting pymt on 4/25/21 but new with a balance</i>	\$82,980.72
Payments Received - THANK YOU		-\$7,578.43
Current Charges		-\$1,658.67

Total Amount Due **\$73,743.62**

Summary of Current Charges

Total Charges for 1008901009190746874100, 01/13/2021-02/12/2021	\$5,919.76
Total Charges for 1008901009190746874100, 01/13/2021-02/12/2021	-\$7,578.43
Total Current Charges	-\$1,658.67

To pay electronically and other Important Information, see back →

Return this part to address below with a check payable to ENGIE Resources



PO Box 17867
San Antonio TX 78217

Your Bill Account Number

0000148938

Due Date

May 20, 2021

Pay This Amount

\$73,743.62

Amount Enclosed



BHC PROPERTIES
10809 FONDREN RD
HOUSTON TX 77096-5512



ENGIE Resources LLC
PO Box 841680
Dallas TX 75284-1680

00001489384210610073743622105208

BILL ACCOUNT NUMBER
0000148938

Understanding Your Bill

Your Bill Account Number - A unique number assigned to your account. Customers with multiple locations may have multiple account numbers.

Due Date - The date your payment is due to arrive at ENGIE Resources in order to avoid late charges.

Energy Charge - A charge based on the electric energy (kWh) consumed.

Utility Charges - Charges for services rendered by your local Transmission and Distribution Service Provider. These charges are set by the service provider.

Taxes - Taxes Imposed on energy and utility charges and remitted to taxing entities.

Gross Receipts Tax Reimbursement - A fee assessed to recover the miscellaneous gross receipts tax imposed on retail electric providers operating in an incorporated city or town having a population more than 1,000.

PUC Assessment Reimbursement - A fee assessed to recover the statutory fee for administering the Public Utility Regulatory Act.

Sales Tax - Sales tax collected by authorized taxing authorities, such as the state, cities, and special purpose districts.

Late Payment Penalty - A charge assessed for late payment in accordance with Public Utility Commission rules.

kW (Kilowatt) - The standard unit for measuring electricity demand, equal to 1,000 watts.

kWh (Kilowatt-hour) - The standard unit for measuring electricity energy consumption, equal to 1,000 watt-hours.

Prevent Disconnect - Please be aware that all charges must be paid each month to keep your account current and prevent collection activities. Neglecting to pay all charges may result in disconnection.

Right to Dispute Bill - If you believe your bill is inaccurate or you wish to dispute all or part of any bill, please contact ENGIE Resources at 1-866-693-6443 (1-866-MYEngie). If you are not satisfied with the decision or do not receive a decision within 10 days, you have the right to appeal to the Public Utility Commission of Texas, P.O. Box 13326, Austin, TX 78711-3326. Telephone 1-888-782-8477. Hearing and speech impaired individuals with text telephone (TTY) may contact the commission at 1-512-936-7136.

Corporate Headquarters: ENGIE Resources, 1360 Post Oak Blvd, Suite 400, Houston TX 77056,
Internet: www.ENGIEResources.com.

*** Make electronic payments to:** Bank of America Merrill Lynch, Dallas, ACH Routing: 111000012, Wire ABA: 026009593, Account Number: 4451335207.

*** Mail payments to:** ENGIE Resources LLC, P.O. Box 841680 Dallas, TX 75284-1680.

*** Mail overnight payments to:** Bank of America Lockbox Services, Lockbox 841680, 1950 N Stemmons Freeway, Suite 5010 Dallas, TX 75207.

*** Mail notes and letters in a separate envelope to:** ENGIE Resources, 1360 Post Oak Blvd, Suite 400, Houston TX 77056.

*** Fed. I.D. 37-1796578.**

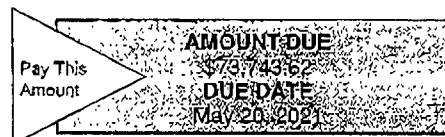
*** PUCT License # 10053.**



SERVICE ADDRESS:
 BHC PROPERTIES
 10909 FONDREN RD BS
 HOUSTON, TX 77096
ESI ID Number:
 1008901009190746874100
BILL ACCOUNT NUMBER: 0000148938
STATEMENT ID: 4210611

BILLING PERIOD
 Jan 13, 2021 to Feb 12, 2021

Page 3



Questions about
Your Bill?

Phone
866-MYEngie
866-593-6143

Online Billing
accounts.engieresources.com

Email Us
care@engieresources.com

Charges for Billing Period for Jan 13, 2021 to Feb 12, 2021

For power outages and other
electrical emergencies, call your
electric distribution company:

CenterPoint Energy

1-800-332-7143

ESI ID Number

1008901009190746874100

kWh - Average Per Day



Types of Meter Readings:

Actual Estimated

You used 85,632 kWh

In 30 days, or an

average of 2,939 kWh a day.

Fixed Price Energy Charge 90360.6kWh @ \$0.04081	\$3,687.62
Subtotal Supplier Charges	\$3,687.62
Ancillary Services Charge	\$242.57
Congestion Settlement Charge 90360.6kWh @ \$0.00001	\$0.86
Subtotal Settlement Charges	\$243.43
Accumulated Deferred Federal Income Tax	-\$1.17
Customer Charge	\$3.00
Distribution System Charge 215 NCP kVA @ \$4.449395	\$956.62
Electricity Relief Program 85632 kWh @ \$0.00033	\$28.26
Energy Efficiency Cost Recovery Factor 85632 kWh @ \$0.000428	\$36.65
Metering Charge	\$7.41
Nuclear Decommissioning Charge 215 NCP kVA @ \$0.000605	\$0.13
Rate Reduction Credit 215 NCP kVA @ \$-0.116837	-\$25.12
Transition Charge 4 215 NCP kVA @ \$0.100093	\$21.52
Transition Charge 5 85632 kWh @ \$0.002106	\$180.34
Transmission Cost Recovery Factor 215.04 NCP kVA @ \$3.071894	\$660.58
Subtotal TDSP Charges	\$1,868.22
Gross Receipts Tax - Delivery	\$32.71
Gross Receipts Tax - Supply	\$78.50
Puca Reimbursement - Delivery	\$2.73
Puca Reimbursement - Supply	\$6.55
Subtotal Taxes and Fees	\$120.49
Current Energy Charges	\$5,919.76
Total Charges for this Billing Period	\$5,919.76

GENERAL INFORMATION

Thank you for being an ENGIE Resources customer, we value your business. The average price you paid for electric service this month: 6.772¢ per kWh. Please be aware that your service with ENGIE Resources at the contract price in this agreement will expire on the regularly scheduled utility meter read date that follows the last day of April 2021.

If by that time you have not signed a new contract for service with ENGIE Resources, signed a contract with another electricity provider, or provided a written request to ENGIE Resources to transfer your accounts to the default service provider, then you will begin paying a post-term rate for month-to-month service. The contract price for post-term service will be an amount equal to the applicable real time index price as posted by the independent system operator for the relevant delivery point, plus a per kWh Post-Term Charge as defined in your Agreement, plus any applicable non-utility charges, Taxes, and Utility Related Charges. Meter data on back.

ENGIE Resources reports status of accounts and payment history to credit bureaus.

BILL ACCOUNT NUMBER

0000148938

Summary of Usage by Meter

Reading Dates Previous/Current	Meter Number	Meter Constant	Meter Reading		Usage Type	Usage
			Previous	Current		
Jan 13 / Feb 12	I90843476	384	0	0	kVARh	215
Jan 13 / Feb 12	I90843476	384	0	0	kWh	85,632

UNDERSTANDING YOUR METER INFORMATION

Meter Constant - A fixed value which is used when converting meter readings to actual energy use.

Power Factor - A measurement used by some electrical distribution companies to determine the ratio of real power flowing to the load of apparent power.

OffPk (Off-Peak) - Those periods of time at which energy is generally being delivered far below the utility's maximum demand.

OnPk (On-Peak) - Those periods of time at which energy is generally being delivered near or at the utility's maximum demand.

kW (kilowatt) - A unit of power equal to 1000 watts.

kWh (Kilowatt-hour) - The standard unit for measuring electricity energy consumption, equal to 1,000 watt-hours.

kVa (Kilovolt-ampere) - The amount of apparent power in an electrical circuit, equal to the product of voltage and current.

kVAR (Kilo-Volt-Amperes Reactive) - The product of the voltage and the amperage required to excite inductive circuits.

kVARH (Kilo-Volt Amp Reactive Hours) - A measure of energy supplied but not converted into work.

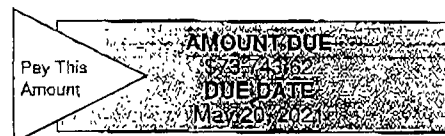
kV (kilovolt) - A unit of electromotive force, equal to 1,000 volts.



SERVICE ADDRESS:
 BHC PROPERTIES
 10909 FONDREN RD BS
 HOUSTON, TX 77096
ESI ID Number:
 1008901009190746874100
BILL ACCOUNT NUMBER: 0000148938
STATEMENT ID: 4210811

BILLING PERIOD
 Jan 13, 2021 to Feb 12, 2021

Page 5



Questions about
Your Bill?

Phone
866-MYEngie
866-693-6443

Online Billing
accounts.engieresources.com

Email Us
care@engieresources.com

Charges for Billing Period for Jan 13, 2021 to Feb 12, 2021

For power outages and other
electrical emergencies, call your
electric distribution company:

CenterPoint Energy

1-800-332-7143

ESI ID Number

1008901009190746874100

kWh - Average Per Day



Types of Meter Readings:

Actual: Estimated:

You used -85,632 kWh
 in 91 days, or an
 average of 3,542 kWh a day

Fixed Price Energy Charge -90360.6kWh @ \$0.04081	-\$3,687.62
Subtotal Supplier Charges	-\$3,687.62
Ancillary Services Charge	-\$1,866.51
Congestion Settlement Charge -90360.6kWh @ \$0.00001	-\$0.46
Subtotal Settlement Charges	-\$1,866.97
Accumulated Deferred Federal Income Tax	\$1.17
Customer Charge	-\$3.00
Distribution System Charge -215 NCP kVA @ \$4.449395	-\$956.62
Electricity Relief Program -85632 kWh @ \$0.00033	-\$28.26
Energy Efficiency Cost Recovery Factor -85632 kWh @ \$0.000428	-\$36.65
Metering Charge	-\$7.41
Nuclear Decommissioning Charge -215 NCP kVA @ \$0.000605	-\$0.13
Rate Reduction Credit -215 NCP kVA @ \$-0.116837	\$25.12
Transition Charge 4 -215 NCP kVA @ \$0.100093	-\$21.52
Transition Charge 5 -85632 kWh @ \$0.002106	-\$180.34
Transmission Cost Recovery Factor -215.04 NCP kVA @ \$3.071894	-\$660.58
Subtotal TDSP Charges	-\$1,868.22
Gross Receipts Tax - Delivery	-\$32.71
Gross Receipts Tax - Supply	-\$110.92
Puca Reimbursement - Delivery	-\$2.73
Puca Reimbursement - Supply	-\$9.26
Subtotal Taxes and Fees	-\$155.62

Current Energy Charges **-\$7,578.43**

Total Charges for this Billing Period **-\$7,578.43**

GENERAL INFORMATION

Thank you for being an ENGIE Resources customer, we value your business.

The average price you paid for electric service this month: 0¢ per kWh.

Please be aware that your service with ENGIE Resources at the contract price in this agreement will expire on the regularly scheduled utility meter read date that follows the last day of January 0001.

If by that time you have not signed a new contract for service with ENGIE Resources, signed a contract with another electricity provider, or provided a written request to ENGIE Resources to transfer your accounts to the default service provider, then you will begin paying a post-term rate for month-to-month service. The contract price for post-term service will be an amount equal to the applicable real time index price as posted by the independent system operator for the relevant delivery point, plus a per kWh Post-Term Charge as defined in your Agreement, plus any applicable non-utility charges, Taxes, and Utility Related Charges.

Meter data on back.

ENGIE Resources reports status of accounts and payment history to credit bureaus.

BILL ACCOUNT NUMBER

0000148938

Summary of Usage by Meter

Reading Dates Previous/Current	Meter Number	Meter Constant	Meter Reading		Usage Type	Usage
			Previous	Current		
Jan 13 / Feb 12	190843476	384	0	0	kVARh	-215
Jan 13 / Feb 12	190843476	384	0	0	kWh	-85,632

UNDERSTANDING YOUR METER INFORMATION

Meter Constant - A fixed value which is used when converting meter readings to actual energy use.

Power Factor - A measurement used by some electrical distribution companies to determine the ratio of real power flowing to the load of apparent power.

OffPk (Off-Peak) - Those periods of time at which energy is generally being delivered far below the utility's maximum demand.

OnPk (On-Peak) - Those periods of time at which energy is generally being delivered near or at the utility's maximum demand.

kW (kilowatt) - A unit of power equal to 1000 watts.

kWh (Kilowatt-hour) - The standard unit for measuring electricity energy consumption, equal to 1,000 watt-hours.

kVa (Kilovolt-ampere) - The amount of apparent power in an electrical circuit, equal to the product of voltage and current.

kVAR (Kilo-Volt-Amperes Reactive) - The product of the voltage and the amperage required to excite inductive circuits.

kVARH (Kilo-Volt Amp Reactive Hours) - A measure of energy supplied but not converted into work.

kV (kilovolt) - A unit of electromotive force, equal to 1,000 volts.

May 28th Letters & Emails to various agencies

OPUC

Congressman Green's Office-Rachael Rodriguez

PUC

June 3rd Letter

Representative Allen



Phyllis Davis <phyllis.davis@blueheroncircle.com>

Excessive Billing by Engie Energy for Winter Storm Recovery Fee

1 message

Phyllis Davis <phyllis.davis@blueheroncircle.com>
To: opuc_customer@opuc.texas.gov

Fri, May 28, 2021 at 10:43 AM

Dear Office of Public Utility Counsel for the State of Texas:

I am the Management Agent for a 302 unit HUD subsidized apartment property, Goldberg B'nai B'rith Towers, located at 10909 Fondren Rd in Houston, TX 77098.

I am reaching out as I was just notified last night that our electricity property, Engie Energy, sent a disconnection of electricity service within 5 days, their letter was dated 5/24/2021, for immediate payment in full of past due balances on accounts. Their letter stated a balance of \$74,058.71.

There are two (2) main accounts with Engie for this location:
Account#0000148938 & #0000148936

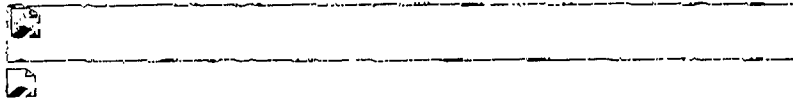
I called Engie first thing this morning as I was sure this was a mistake. Engie informed me that it was not a mistake; they rebilled accounts for a Winter Storm Recovery Fee and the 2 accounts above total a Winter Storm Recovery Fee of \$107,078.89.

I have attached those invoices that reflect I paid the balance owed in April for the periods of Jan 13, 2021 to Feb 12, 2021 but Engie back billed so their invoice for that same period now is different from what I received when I made our April payment. I also attached the current billing invoice for both accounts.

Engie has let me know that I will have to pay 40% of the balance owed today to keep from having a disconnection service. I shared with them that we are a non-profit and literally do not have that kind of money. I am stunned, shocked and worried because this property literally has \$27,000 in the bank and will not get more revenue until about June 3rd at the earliest. I shared with Engie the max I could pay today is \$15,000 because I cannot have electricity cut on 302 units for our elderly and disable residents. The Engie representative said she would get with her Superiors and get back to me today.

Please help businesses such as ours against such actions as this from utility providers.
Regards, Phyllis

Phyllis Davis
BHC Property Management, LLC
www.blueheroncircle.com
Direct Phone: 251-689-5340



7 attachments

- BHC Letter to State of TX Utility Counsel 2021 May 28.pdf
375K
- GT Engie Acct 148938 Period Jan 13 thru Feb 12 Previous Balance of 12935.09.pdf
824K
- GT Engie Acct 148938 Period Apr 13 thru May 12 Current Billing Invoice 81107.67.pdf
977K
- GT Engie Acct 148936 Period Jan 13 thru Feb 12 Previous Balance of 12742.40.pdf
2864K

Jun. 24. 2021 7:36PM

No. 8286 P. 57/80

6/24/2021

BHC Property Management, LLC Mail - Excessive Billing by Engie Energy for Winter Storm Recovery Fee

 **GT Engie Acct 148936 Period Apr 13 thru May 3 Current Billing Invoice 25971.22.pdf**
979K

 **GT Engie Acct 148936 Period Jan 13 thru Feb 12 Previous Balance of 28581.51.pdf**
1566K

 **GT Engie Acct 148938 Period Jan 13 thru Feb 12 Previous Balance of 82980.72.pdf**
1572K



BHC Property Management, LLC

Providing a Circle of Service to the Property Management Industry

May 28, 2021

State of Texas

The Office of Public Utility Counsel

Via email: opuc_customer@opuc.texas.gov

RE: B'nai B'rith Senior Housing Committee of Houston, Inc. d/b/a Goldberg B'nai B'rith Towers

This letter represents notification of excessive electricity billing by Engie Energy – P.O. Box 17867 San Antonio, TX 78217 to Goldberg B'nai B'rith Towers located at 10909 Fondren Rd. Houston, TX 77096.

I am the Management Agent (BHC Property Management, LLC) on behalf of Goldberg B'nai B'rith Towers. GBBT is a HUD Subsidized 302 unit apartment property, 501(c)(3) non profit to house those elderly and disabled who are low income.

I just received a letter yesterday from Engie Energy dated May 24, 2021 informing me that the disconnect of electricity service would be within five (5) days requesting "immediate payment in full all past due balance on your account(s)". Engie has charged a winter storm recovery fee of a total of \$107,078.89 and the option this morning to keep the electricity on was to pay 40% immediately today with installment payments each month for the balance or no less than 30% with installment payments each month for the balance.

I shared with the Engie Representative, Nikki, that I realized she was just doing her job of relaying information but I was shocked and stunned because we are a non profit to literally not have this money but I had to keep the electricity on at this property because it housed around 386 elderly and disabled. I shared with her that I thought this demand by Engie was criminal and I was just not sure how I could even make a \$15,000 payment today much less 40% of the total balance of \$107,078.89. Nikki said she would get with her superiors to see the least amount of money they could accept to keep the electricity on and would get back with me this morning. I thanked her and we ended the call. I will have to come up with some payment today but I ask that someone please hear the hardships that businesses such as ours are experiencing because these charges are so excessive and threatening to cut power especially to this group of vulnerable residents. Please help businesses such as ours because this is just wrong.

My contact is:

Cell Phone: 251.689.5340 or via Email: Phyllis.davis@blueheroncircle.com

Regards,

Phyllis Davis

President – BHC Property Management, LLC

We do not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, our federally assisted programs and activities. If you are disabled and would like to request an accommodation or if you have difficulty understanding English, please request our assistance and we will ensure that you are provided with meaningful access based on your individual needs. Federal civil rights laws addressing fair housing prohibit discrimination against applicants or tenants based on one or more of the following classifications: race, color, national origin, sexual orientation, gender identification, disability, religion, and familial status.

13621 Perdido Key Dr. #W2002 Pensacola, FL 32507

Phone: 251.202.9708 Fax: 206.339.4505



Phyllis Davis <phyllis.davis@blueheroncircle.com>

RE: Goldberg B'nai B'rith Towers - Excessive Winter Storm Recovery Fee by Engie Energy

1 message

Rodriguez, Rachael <Rachael.Rodriguez@mail.house.gov>
To: Phyllis Davis <phyllis.davis@blueheroncircle.com>
Cc: "Holliday, Clarence" <Clarence.Holliday@mail.house.gov>

Fri, May 28, 2021 at 2:11 PM

Ms. Davis,

Thank you for reaching out for assistance. Can you please also complete the attached privacy release form on behalf of the complex. DO NOT WRITE IN A SOCIAL SECURITY NUMBER OR DATE OF BIRTH. Once we receive the forms back we will reach out to the appropriate agencies to assist. It would be helpful if you provide a copy of the letter you received from the utility company.

Also—I would suggest you also file a complaint with the State of Texas PUC-Public Utility Commission as they are the agency that regulates Engie Energy locally.

<https://www.puc.texas.gov/consumer/complaint/Complaint.aspx>

Best Regards,

RACHAEL RODRIGUEZ

DISTRICT DIRECTOR

U.S. REP. AL GREEN (TX-09)

3003 S. LOOP WEST, SUITE 460, HOUSTON, TEXAS 77054

EMAIL RACHAEL.RODRIGUEZ@MAIL.HOUSE.GOV

OFFICE 713-383-9234

FAX 713-383-9202

Statement of Confidentiality: Please note that the contents of this email message are the property of the United States Congress, confidential, and intended for the named recipient only. Persons other than named recipients are hereby notified that any unauthorized dissemination, distribution, or copying of this communication is strictly prohibited. Violators are subject to all penalties as allowed by Federal law. If you are in receipt of this transmission in error, please notify the sender immediately and destroy the contents of the message.

From: Phyllis Davis <phyllis.davis@blueheroncircle.com>

Sent: Friday, May 28, 2021 12:37 PM

To: Rodriguez, Rachael <Rachael.Rodriguez@mail.house.gov>

Subject: Goldberg B'nai B'rith Towers - Excessive Winter Storm Recovery Fee by Engie Energy

Jun. 24. 2021 7:37PM

No. 8286 P. 60/80

6/24/2021

BHC Property Management, LLC Mail - RE: Goldberg B'nai B'rith Towers - Excessive Winter Storm Recovery Fee by Engle Energy

Dear Ms. Rodriguez;

I am the Management Agent for Goldberg B'nai B'rith Towers, located at 10909 Fondren Rd. Houston, TX 77096. I have attached a letter on this and will appreciate anything you can do which I'm sure many businesses are experiencing.

I wanted to send you and Congressman Green notice that I was just notified last evening by Engle Energy and been on the phone most of this morning with them concerning a Winter Storm Recovery Fee which they just applied to the electricity accounts for Goldberg Towers.

The total amount of the fee is \$107,089.89 and they wanted 40% of the balance today and set up monthly payments for the balance in order not to cut off electricity service—their letter dated 5/24/21 referenced a 5 day period before the cut off.

I shared with Engle this morning that we are a non-profit 302 unit HUD subsidized apartment property that houses the elderly and disabled who are low income and that I was just stunned over this notice plus we didn't have anywhere close to the 40% of the balance and I thought this was criminal of them.

I drafted two (2) payments today on these accounts today (\$3476.90 & \$7364.05) which are payments with a due date of 6/10/2021 and is all the money this property has in the bank. I have an email to Engle requesting they cancel the cutoff order. There is no outstanding balances on these accounts, these were current paid accounts until the Winter Storm Recovery Fees were added.

I have sent a complaint to the State of Texas Utility Counsel and I have notified the HUD office of this notice from Engle charging \$107,078.89. I am contacting you hoping that you/Congressman Green's office can make an impact to stop these unbelievable practices by entities such as Engle of imposing such outrageous charges and especially the threat of cutting off electricity to those businesses who are critical care housing the elderly and disabled. Your voice to this matter would be appreciated by all and very much needed.

Regards,

Phyllis

—

Phyllis Davis

BHC Property Management, LLC

www.blueheroncircle.com

Direct Phone: 251-689-5340





3 attachments



BHC Letter to Rachael Rodriguez District Director Congressman Green Office 2021 May 28.pdf
416K



PRIVACY_RELEASE_FORM.pdf
118K

AUTHORIZATION for CITY COUNTY STATE COUNCIL MEMBER.pdf



BHC Property Management, LLC

Providing a Circle of Service to the Property Management Industry

May 28, 2021

RACHAEL RODRIGUEZ
DISTRICT DIRECTOR
U.S. REP. AL GREEN (TX-09)
3003 S. LOOP WEST, SUITE 460, HOUSTON, TEXAS 77054
EMAIL RACHAEL.RODRIGUEZ@MAIL.HOUSE.GOV
OFFICE 713-383-9234 FAX 713-383-9202
CELL 832-335-9924

RE: B'nai B'rith Senior Housing Committee of Houston, Inc. d/b/a Goldberg B'nai B'rith Towers

This letter represents notification of excessive electricity billing by Engie Energy – P.O. Box 17867 San Antonio, TX 78217 to Goldberg B'nai B'rith Towers located at 10909 Fondren Rd. Houston, TX 77096.

I am the Management Agent (BHC Property Management, LLC) on behalf of Goldberg B'nai B'rith Towers. GBBT is a HUD Subsidized 302 unit apartment property, 501(c)(3) non profit to house those elderly and disabled who are low income.

I just received a letter yesterday from Engie Energy dated May 24, 2021 informing me that the disconnect of electricity service would be within five (5) days requesting "immediate payment in full all past due balance on your account(s)". Engie has charged a winter storm recovery fee of a total of \$107,078.89 and the option this morning to keep the electricity on was to pay 40% immediately today with installment payments each month for the balance or no less than 30% with installment payments each month for the balance.

I shared with the Engie Representative, Nikki, that I realized she was just doing her job of relaying information but I was shocked and stunned because we are a non profit to literally not have this money but I had to keep the electricity on at this property because it housed around 386 elderly and disabled. I shared with her that I thought this demand by Engie was criminal and I was just not sure how I could even make a \$15,000 payment today much less 40% of the total balance of \$107,078.89. Nikki said she would get with her superiors to see the least amount of money they could accept to keep the electricity on and would get back with me this morning. I thanked her and we ended the call. I will have to come up with some payment today but I ask that someone please hear the hardships that businesses such as ours are experiencing because these charges are so excessive and threatening to cut power especially to this group of vulnerable residents. Please help businesses such as ours because this is just wrong.

My contact is:

Cell Phone: 251.689.5340 or via Email: Phyllis.davis@blueheroncircle.com

Regards,

Phyllis Davis

President – BHC Property Management, LLC

We do not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, our federally assisted programs and activities. If you are disabled and would like to request an accommodation or if you have difficulty understanding English, please request our assistance and we will ensure that you are provided with meaningful access based on your individual needs. Federal civil rights laws addressing fair housing prohibit discrimination against applicants or tenants based on one or more of the following classifications: race, color, national origin, sexual orientation, gender identification, disability, religion, and familial status.

13621 Perdido Key Dr. #W2002 Pensacola, FL 32507
Phone: 251.202.9708 Fax: 206.339.4505

Jun. 24. 2021 7:37PM
6/24/2021

No. 8286 P. 62/80

BHC Property Management, LLC Mail - [Complaint No:CP2021051538] - BHC Properties Davis



Phyllis Davis <phyllis.davis@blueheroncircle.com>

[Complaint No:CP2021051538] - BHC Properties Davis

1 message

noreply@puc.texas.gov <noreply@puc.texas.gov>
Reply-To: noreply@puc.texas.gov
To: phyllis.davis@blueheroncircle.com

Fri, May 28, 2021 at 3:23 PM

Dear Utility Customer:

The Customer Protection Division (CPD) of the Public Utility Commission of Texas received your informal complaint and will begin an investigation of your concerns. In accordance with Commission Rules, we will provide the company notice of our investigation and require a response to the complaint within 21 days. At the conclusion of CPD's investigation, we will send you a letter describing our findings along with any recommendations for the company.


If you have any additional information or documentation that supports your complaint, you may contact us at (888) 782-8477 or by email to customer@puc.texas.gov as soon as possible so the information can be included in our investigation. Please also contact us if you have any questions or concerns about the investigation.

Thank you,


Customer Protection Division
Public Utility Commission of Texas


7 attachments


 **Complaint.txt**
2K


 **CP2021051538.txt**
3K

 **USER_BHC Letter to Public Utility Commission 2021 May 28.pdf**
376K

 **USER_GT Engie Acct 148936 Period Apr 13 thru May 3 Current Billing Invoice 25971.22.pdf**
979K

 **USER_GT Engie Acct 148936 Period Jan 13 thru Feb 12 Previous Balance of 12742.40.pdf**
2864K

 **USER_GT Engie Acct 148938 Period Jan 13 thru Feb 12 Previous Balance of 82980.72.pdf**
1572K

 **USER_GT Engie Letter 2021 May 27.pdf**
59K



BHC Property Management, LLC

Providing a Circle of Service to the Property Management Industry

May 28, 2021

RE: B'nai B'rith Senior Housing Committee of Houston, Inc. d/b/a Goldberg B'nai B'rith Towers
Engie Energy Accounts #0000148936 & #0000148938 BHC Properties

This letter represents notification of excessive electricity billing by Engie Energy – P.O. Box 17867 San Antonio, TX 78217 to Goldberg B'nai B'rith Towers located at 10909 Fondren Rd. Houston, TX 77096.

I am the Management Agent (BHC Property Management, LLC) on behalf of Goldberg B'nai B'rith Towers. GBBT is a HUD Subsidized 302 unit apartment property, 501(c)(3) non profit to house those elderly and disabled who are low income.

I just received a letter yesterday from Engie Energy dated May 24, 2021 informing me that the disconnect of electricity service would be within five (5) days requesting "immediate payment in full all past due balance on your account(s)". Engie has charged a winter storm recovery fee of a total of \$107,078.89 and the option this morning to keep the electricity on was to pay 40% immediately today with installment payments each month for the balance or no less than 30% with installment payments each month for the balance.

I shared with the Engie Representative, Nikki, that I realized she was just doing her job of relaying information but I was shocked and stunned because we are a non profit to literally not have this money but I had to keep the electricity on at this property because it housed around 386 elderly and disabled. I shared with her that I thought this demand by Engie was criminal and I was just not sure how I could even make a \$15,000 payment today much less 40% of the total balance of \$107,078.89. Nikki said she would get with her superiors to see the least amount of money they could accept to keep the electricity on and would get back with me this morning. I thanked her and we ended the call.

I ask that someone please hear the hardships that businesses such as ours are experiencing because these charges are so excessive and threatening to cut power especially to this group of vulnerable residents. Please help businesses such as ours because this is just wrong.

My contact is:

Cell Phone: 251.689.5340 or via Email: Phyllis.davis@blueheroncircle.com

Regards,

Phyllis Davis

President – BHC Property Management, LLC

We do not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, our federally assisted programs and activities. If you are disabled and would like to request an accommodation or if you have difficulty understanding English, please request our assistance and we will ensure that you are provided with meaningful access based on your individual needs. Federal civil rights laws addressing fair housing prohibit discrimination against applicants or tenants based on one or more of the following classifications: race, color, national origin, sexual orientation, gender identification, disability, religion, and familial status.

13621 Perdido Key Dr. #W2002 Pensacola, FL 32507

Phone: 251.202.9708 Fax: 206.339.4505

Engie 2nd dated June 3, 2021

For Disconnection Notice

Your electric service will be disconnected on 6/21/2021

NOTE: on a past due amount remaining unpaid that we only became aware of on 5/28/2021. Engie issued this 2nd disconnect letter 6 days after we found out about it via call to Engie after the 5/27/21 disconnect letter we received.

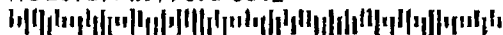


June 03, 2021

BATCH1
674



BHC PROPERTIES
10909 FONDREN RD
HOUSTON TX 77096-5512



DISCONNECTION NOTICE
Your electric service will be disconnected on
06/21/2021

Dear Customer:

\$74,058.71 is past due and remains unpaid on your electricity accounts (see attached). This failure to pay gives ENGIE the right to terminate your electricity agreement and disconnect your electricity service. Accordingly, unless this past due amount is paid immediately, ENGIE will be disconnecting your electricity service on or after the above disconnection date. If you need assistance paying your bill, you may be able to establish a deferred payment plan or other billing arrangements by contacting us at 1-866-693-6443 (866-MYEngie).

All unpaid amounts for electricity service incurred prior to disconnection remain due and payable after disconnection. The overdue amount is currently \$74,058.71, including late fees. Any security deposit that you provided will be applied to this amount. Thereafter, any remaining past due amounts will be forwarded to a debt collection agency, consumer reporting agency, and/or an attorney for collection.

You may call if you have questions related to this notice. If you are not satisfied with our response to your inquiry or complaint, you may file a complaint by calling or writing the Public Utility Commission of Texas, P.O. Box 13326, Austin, Tx. 78711-3326; Telephone: 512-936-7120 or toll free 888-782-8477. Hearing and speech impaired individuals with text telephones (TTY) may contact the commission at 512-936-7136. Complaints may also be filed electronically at www.puc.state.tx.us/ocp/complaints/complain.cfm.

Sincerely,

Director, Revenue Assurance

ENGIE Resources LLC
1360 Post Oak Blvd, Suite 400
Houston TX 77056
T 1-866-693-6443

Wire electronic payment to: Bank of America Merrill Lynch, Dallas, ABA:
026009593, Account Number: 4451335207
Mail payments to: Engie Resources LLC, P.O. Box 841680 Dallas, TX
75284-1680
Mail overnight payments to: Bank of America Lockbox Services, Lockbox
841680, 1950 N Stemmons Freeway, Suite 5010 Dallas, TX 75207



BHC Property Management, LLC

Providing a Circle of Service to the Property Management Industry

June 4, 2021

Representative Alma A. Allen
District 131
10101 Fondren Road, Suite 500
Houston, TX 77096

RE: B'nai B'rith Senior Housing Committee of Houston, Inc. d/b/a Goldberg B'nai B'rith Towers
Engie Energy Accounts #0000148936 & #0000148938 BHC Properties

Dear Representative Allen:

I wanted you to be aware of a notice I received last week from Engie Energy and information on who we are and our apartment property located there on Fondren Road. This letter represents notification of excessive electricity billing by Engie Energy – P.O. Box 17867 San Antonio, TX 78217 to Goldberg B'nai B'rith Towers located at 10909 Fondren Rd. Houston, TX 77096.

I am the Management Agent (BHC Property Management, LLC) on behalf of Goldberg B'nai B'rith Towers. GBBT is a HUD Subsidized 302-unit apartment property, 501(c)(3) non-profit to house those elderly and disabled who are low income.

I just received a letter last Thursday evening from Engie Energy dated May 24, 2021 informing me that the disconnect of electricity service would be within five (5) days requesting "immediate payment in full all past due balance on your account(s)". Engie has charged a winter storm recovery fee of a total of \$107,078.89 and the option this morning to keep the electricity on was to pay 40% immediately today with installment payments each month for the balance or no less than 30% with installment payments each month for the balance.

I shared with the Engie Representative, Nikki, that I realized she was just doing her job of relaying information but I was shocked and stunned because we are a non profit to literally not have this money. I stated to her that I had to keep the electricity on at this property because it housed around 386 elderly and disabled low income residents. I shared with her that I thought this demand by Engie was criminal and I was just not sure how I could even make a \$15,000 payment much less the 40% Engie was requesting to be paid immediately of the total balance of \$107,078.89. Nikki said she would get with her superiors to see the least amount of money they could accept to keep the electricity on and would get back with me this morning. I thanked her and we ended the call.

I then contacted the Public Utilities Commission where I filed a complaint and sent them the documents reflecting the cut off notice letter from Engie and the invoices. I then contacted the Public Utility Counsel who did return my call promptly to let me know that Engie's threat of disconnect was not legal as the State of Texas had a Moratorium against any disconnects and the legislature was voting on a storm assistance for utility companies. That was comforting to me just to know they could not cut off the power. I later had my electricity broker call their contact at Engie who verified that power would not be cut off. Goldberg B'nai B'rith Towers does not owe any balances, we are paid of all current charges; the only balance owed is this storm recovery fee. I have also notified our local HUD office of this fee and the steps I am taking to dispute it.

I ask that someone please hear the hardships that businesses such as ours are experiencing because these charges are so excessive and threatening to cut power especially to this group of vulnerable residents. Please help businesses such as ours because this is just wrong.

If you should need additional information, my contact is:

Cell Phone: 251.689.5340 or via Email: Phyllis.davis@blueheroncircle.com

Regards,

A handwritten signature in black ink, appearing to read 'Phyllis Davis', enclosed within a large, loopy oval shape.

Phyllis Davis

President – BHC Property Management, LLC

We do not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, our federally assisted programs and activities. If you are disabled and would like to request an accommodation or If you have difficulty understanding English, please request our assistance and we will ensure that you are provided with meaningful access based on your individual needs. Federal civil rights laws addressing fair housing prohibit discrimination against applicants or tenants based on one or more of the following classifications: race, color, national origin, sexual orientation, gender identification, disability, religion, and familial status.

13621 Perdido Key Dr. #W2002 Pensacola, FL 32507
Phone: 251.202.9708 Fax: 206.339.4505

Jun. 24. 2021 7:38PM

No. 8286 P. 68/80

Engie's Deferred Payment Plan dated 6/8/21 rec'd 6/9/212

Jun. 24. 2021 7:38PM

No. 8286 P. 69/80



Phyllis Davis <phyllis.davis@blueheroncircle.com>

FW: BHC PROPERTIES - DPP

1 message

steffi@coralbayenergy.com <steffi@coralbayenergy.com>
To: Phyllis Davis <phyllis.davis@blueheroncircle.com>
Cc: Telisa Woodhouse <telisa@coralbayenergy.com>

Wed, Jun 16, 2021 at 9:04 AM

From: claire.malden@engie.com <claire.malden@engie.com>
Sent: Wednesday, June 09, 2021 8:58 AM
To: telisa@coralbayenergy.com; steffi@coralbayenergy.com
Subject: FW: BHC PROPERTIES - DPP

Hey!

Deferred payment plan options for BHC properties – let me know 🌐

Thanks,

Claire Malden
Indirect Business Development Manager
ENGIE Resources



1360 Post Oak Boulevard, Suite 400
Houston – Texas – 77056 – United States
P: 936-525-0044
claire.malden@engie.com

WWW.ENGIERESOURCES.COM

Please consider the environment before printing this document.

From: TRINH Huy (ENGIE North America) <huy.trinh@engie.com>
Sent: Tuesday, June 8, 2021 8:09 PM
To: MALDEN Claire (ENGIE North America) <claire.malden@engie.com>
Subject: RE: BHC PROPERTIES - DPP

Engie's Deferred Payment Plan dated 6/8/21 rec'd 6/9/21

**Note: 12 days after I received my first indication of this fee (5/28);
Engie's Deferred Payment Plan noted actions they would take if not signed by
6/14 which is 18 days after I received my first indication of this fee:**

6/14 – Interest charged and/or late fees accrued

6/21 – collection and legal action

6/28 – File suit, obtain judgement, and place judgement lien on your properties

**7/05 – Your past due information to be sent to collection and/or credit rating
agencies**

Jun. 24. 2021 7:38PM

No. 8286 P. 71/80

June 8, 2021

Dear Phyllis Davis,

ENGIE Resources LLC, your electricity supplier, hereby presents three deferred payment options for you to clear the current outstanding balance of \$96,584.13 on your account. Please reply to this email and let us know which option you will go with, and we will email you the deferred payment agreement for execution. Failure to notify ENGIE Resources of the payment plan selection by 6/14/2021 will result in interest charges and/or late fees being applied to the past due balance of your account and/or further actions as shown below.

BHC PROPERTIES
10909 FONDREN RD
HOUSTON, TX 77096

Options for Deferred Payment Plan to Pay Outstanding Amount of \$96,584.13

Option 1:		Option 2:		Option 3	
50% Upfront:	\$48,292.07	40% Upfront:	\$38,633.65	30% Upfront:	\$28,975.24
50% in Three Months:	\$16,097.36/mo.	60% in Six Months:	\$9,890.21/mo.	70% in Twelve Months:	\$5,887.61/mo.
No Administrative Fee:	\$0.00	2.4% Administrative Fee:	\$1,390.81	4.5% Administrative Fee:	\$3,042.40
Total Payment:	\$96,584.13	Total Payment:	\$97,974.94	Total Payment:	\$99,626.53

Note: Administrative fee (to cover Engie's cost of money and expenses related to administering the payment plan) is only applied to applied to the deferred amount and is included in the above-stated monthly payment amount.

ENGIE Resources may take the following actions for past due balance without a payment plan:

- After 6/14/2021: Interest charges and/or late fees to be accrued.
- After 6/21/2021: Commencing collection and/or legal actions.
- After 6/28/2021: File suit, obtain judgement, and place judgement lien on your properties.
- After 7/5/2021: Your past due information to be sent to collection and/or credit rating agencies.

ENGIE Resources LLC

Call with Engie on 6/16 at 9:30 a.m.

To discuss the Deferred Payment Plan that had payment in June when it was impossible to make a payment before July 5th.

After the phone conversation Clare sent us emails on what she was able to find out from her superiors:

Claire responded on June 17th at 11:47 a.m. that a 25% payment is due immediately, not on July 5th. And she stated the 25% does not include admin fees.

I replied back to Claire on June 17 at 12:41 p.m. that I can't pay money that I don't have. I can draft the 25% on July 5th and payments for 12 months.

Claire responded on June 17th at 3:55 p.m. that she was able to get the payment due date approved for payment on July 5th and attached another Deferred Payment Plan for me to sign



Phyllis Davis <phyllis.davis@blueheroncircle.com>

RE: Re: Call with Phyllis Davis and Engie energy

1 message

claire.malden@engie.com <claire.malden@engie.com>

Tue, Jun 15, 2021 at 8:38 AM

To: phyllis.davis@blueheroncircle.com, steffi@coralbayenergy.com

Cc: telisa@coralbayenergy.com

9:30am works for me as well!

Thanks,

Claire Malden

Indirect Business Development Manager
ENGIE Resources



1360 Post Oak Boulevard, Suite 400
Houston -- Texas -- 77056 -- United States
P: 936-525-0044
claire.malden@engie.com

WWW.ENGIERESOURCES.COM

Please consider the environment before printing this document.

-----Original Message-----

From: Phyllis Davis <phyllis.davis@blueheroncircle.com>

Sent: Tuesday, June 15, 2021 8:28 AM

To: steffi@coralbayenergy.com

Cc: MALDEN Claire (ENGIE North America) <claire.malden@engie.com>; telisa@coralbayenergy.com

Subject: ⚠ Re: Call with Phyllis Davis and Engie energy

Dear All:

If that works with everyone, 9:30 a.m. tomorrow morning is good with me.

Thank you, Phyllis

Sent from my iPhone

> On Jun 15, 2021, at 8:12 AM, steffi@coralbayenergy.com wrote:

>

Jun. 24. 2021 7:39PM

No. 8286 P. 74/80

On Jun 17, 2021, at 3:55 PM, claire.malden@engie.com wrote:

Hey Phyllis,

I was able to get the payment due date approved for payment on July 5th.

25% is due July 5th and the rest is due over the 12 month period, just need you to sign the attached.

Thanks,

Claire Malden

Indirect Business Development Manager
ENGIE Resources

<image001.png>

1360 Post Oak Boulevard, Suite 400
Houston – Texas – 77056 – United States
P: 936-525-0044
claire.malden@engie.com

WWW.ENGIERESOURCES.COM

Please consider the environment before printing this document.

<image002.jpg>

<image003.jpg>

From: Phyllis Davis <phyllis.davis@blueheroncircle.com>
Sent: Thursday, June 17, 2021 12:41 PM
To: MALDEN Claire (ENGIE North America) <claire.malden@engie.com>
Cc: steffi@coralbayenergy.com
Subject: ⚠ Re: Payment plan to Engie Re: Goldberg contract

Clare:

Thank you for the information. I can't pay money that I don't have. I can draft the 25% on July 5th and payments for 12 months.

Regards, Phyllis

Sent from my iPhone

On Jun 17, 2021, at 11:47 AM, claire.malden@engie.com wrote:

Per my team:

No, 25% does not include admin fees.

25% would be due immediately, not on July 5th.

What length of payment plan do I need to ask for? 12 months?

Thanks,

Claire Malden

Indirect Business Development Manager
ENGIE Resources

<image001.png>

1360 Post Oak Boulevard, Suite 400
Houston - Texas - 77056 - United States
P: 936-525-0044
claire.malden@engie.com

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Please consider the environment before printing this document.

<image002.jpg>

<image003.jpg>

From: steffi@coralbayenergy.com <steffi@coralbayenergy.com>
Sent: Thursday, June 17, 2021 8:56 AM
To: MALDEN Claire (ENGIE North America) <claire.malden@engie.com>; 'Phyllis Davis' <phyllis.davis@blueheroncircle.com>
Subject: ⚠ FW: Payment plan to Engie Re: Goldberg contract

Good morning Claire , Phyllis,

Would the 25% payment includes any admin fees?

Thank you ,

Steffi

From: Phyllis Davis <phyllis.davis@blueheroncircle.com>
Sent: Wednesday, June 16, 2021 4:14 PM
To: Steffi <steffi@coralbayenergy.com>
Cc: Bob Garrett <bob@coralbayenergy.com>; Telisa Mullins <telisa@coralbayenergy.com>
Subject: Payment plan to Engie Re: Goldberg contract

Steffi

Did Clare say if the agreement will reflect me paying the down payment July 5th and if payments at that 25% will have monthly admin fees?

Phyllis

Sent from my iPhone



Virus-free. www.avg.com

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ENGIE Mail Disclaimer: <http://www.engie.com/disclaimer/>
<BHCPROPERTIESNOWKNOW.pdf>

Engie Deferred Payment Plan dated June 17, 2021

My email to Claire/Engie on 6/21/2021 at 7:08 a.m. with questions I had pertaining to:

- **Asking why Engie felt it necessary for the 1st paragraph for me to acknowledge the Total Amount is due and outstanding when I am still disputing it is outstanding but ultimately the DPP that I was to sign acknowledges that there is a fee amount I am agreeing to pay.**
- **getting all 4 accounts listed on this DPP so it is clear this Amount being paid is for the fee on all 4 accounts**
- **Asking why there were 2 amounts listed on the DPP when Claire/Engie has said via email that there would be no Administrative Fee**
- **Asking how the current billing invoices would reflect this as a separate line item on the invoice or what?**

I have had no reply as of 6/24/2021



Phyllis Davis <phyllis.davis@blueheroncircle.com>

Re: Payment plan to Engie Re: Goldberg contract

1 message

Phyllis Davis <phyllis.davis@blueheroncircle.com>
To: claire.malden@engie.com
Cc: steffi@coralbayenergy.com

Mon, Jun 21, 2021 at 7:08 AM

Claire:

I received the Deferred Payment Plan for the Initial Payment to begin July 5th.

The first sentence in the letter is Engie again using language that is not accurate because I only learned of this fee 5/27 when I got Engie's letter of a disconnect due to a delinquent bill. All these accounts were current until Engie went back on past invoices and added this fee which changed the invoices to look delinquent. I spoke immediately to Engie on 5/28 to find out what this was.

Today is only 6/21 and if Engie had applied this fee to current billing from a storm that happened back in February; it would just now be due and all this stress and worry that Engie has applied to me in continued disconnect notices in writing and emails that has been a good customer of Engie's for years is why I have a problem with this wording that you want me to sign that I acknowledge the amount is due and outstanding.

All these disconnects for delinquent bills would have been avoided if Engie had added the fee to current billing.

Therefore, I have disputed this fee with Engie since my first stunned and shocked conversation with them on 5/28. I still have not been told how Engie came up with this fee other than 90% of it is usage and 10% was late fees. These Goldberg Towers accounts were without power during this February storm for 1 day until I got with Centerpoint to cut the power back on that we were critical care so for 1 day they didn't have power at all. Our invoices are normally \$13,000 a month and the accounts are charged \$107,078 fee. We were sent a disconnect notice received 5/27 even though the State of Texas had a Moratorium of no disconnects thru 6/3. After I hung up from Engie on 5/28 thank goodness the next contact I made was the Public Utility Counsel who told me of the Moratorium. I continue to be in touch with all authorities over the utilities to try helping me stop disconnects until this fee is worked out because as I've expressed to everyone at Engie I've spoken to; I can't pay 100% or even 50%; I can't pay what I don't have. Fortunately what I gained from the PUC public hearing last week is there are no disconnects until 6/29 while trying to settle/work out these fees.

This type information/knowledge at least eased my mind that Engie couldn't disconnect until then. So many people I've contacted to say this practice is wrong. And now Engie is requesting me to sign that I acknowledge this is due and outstanding? Does the Payment Plan itself not acknowledge that there is a balance owed? If Engie would have applied to a current billing it would not be outstanding or delinquent.

I noticed the letter nor the Schedule A reflected any of the Account numbers this plan applies to. I have got to make sure it is clear that it is all 4 accounts.

I noticed you said there is no Administrative Fee but the letter states a total fee of \$96,584.13 and the Schedule A reflects \$99,843.84; is this an Administrative fee?

I noticed the Schedule A has these payments paid via wire. In the past payments to Engie have been Direct Bank Drafts on each account which is done from the Engie portal. Are you saying the direct bank drafts is not what Engie wants; it seems wiring and bank drafts are the same.

Once this Payment Plan is signed, does the fee amounts get removed from the regular monthly invoices and a separate line item reflecting the Storm fee and Plan?

Thanks, Phyllis

Sent from my iPhone



June 17, 2021

BHC PROPERTIES, now known as GOLDBERG B'NAI B'RITH TOWERS
10909 FONDREN RD
HOUSTON, TX 77096

RE: **Deferred Payment Plan**
Total Amount to be paid under this Deferred Payment Plan: \$96,584.13

Customer acknowledges the Total Amount above is due and outstanding, and agrees to pay this amount in monthly installments as shown in the attached Schedule A, plus any current billings, on or before the due date set forth in your monthly electricity invoice.

It is further understood that should you default, either on the current billings or the amount to be paid under this agreement, your electricity service may be disconnected and a one-time penalty of 5% on the unpaid balance may be assessed. If service is disconnected for nonpayment, all charges due to ENGIE Resources, including a deposit equal to two month's billing must be paid in full before service will be reconnected.

By entering into this agreement, you understand that ENGIE Resources will put a switch-hold on your account. A switch-hold means that you will not be able to buy electricity from other companies until you pay the total deferred balance. If we put a switch-hold on your account, it will be removed after your deferred balance is paid and processed. While a switch-hold applies, if you are disconnected for not paying, you will need to pay ENGIE Resources to get your electricity turned back on.

The attached Schedule A provides further information regarding your payment plan amounts and schedule. Payments made during the period of this agreement must be sent via wire transfer using the instructions provided in Schedule A. If you are not satisfied with this contract, or if agreement was made by telephone and you feel this contract does not reflect your understanding of that agreement, contact ENGIE Accounts Receivable via (702) 747-4613 or (702) 779-3869 (en Español).

Please confirm your acceptance of this letter agreement by executing in the signature block below.

Sincerely,

Tamara Cooper
Account Receivable Manager

ENGIE Resources LLC
1360 Post Oak Blvd, Suite 400
Houston, TX 77056-4499

CUSTOMER AGREED AND ACCEPTED:

(Signature)

(Print)

(Title)

**Schedule A: Customer's Payment Plan**

Payment Description	Payment Amount	Payment Due Date
Initial Payment	\$24,146.03	7/5/2021
1st Installment	\$6,308.15	8/5/2021
2nd Installment	\$6,308.15	9/5/2021
3rd Installment	\$6,308.15	10/5/2021
4th Installment	\$6,308.15	11/5/2021
5th Installment	\$6,308.15	12/5/2021
6th Installment	\$6,308.15	1/5/2022
7th Installment	\$6,308.15	2/5/2022
8th Installment	\$6,308.15	3/5/2022
9th Installment	\$6,308.15	4/5/2022
10th Installment	\$6,308.15	5/5/2022
11th Installment	\$6,308.15	6/5/2022
12th Installment	\$6,308.15	7/5/2022
Total Payment	\$99,843.84	

Please remit each payment to ENGIE Resources using the below information:

By Wiring:

Bank of America Merrill Lynch, Dallas

ABA: 026009593

Account: 4451335207

By going to My ENGIE Portal via the below web link:

<https://accounts.engieresources.com/>

ENGIE Resources LLC

1360 Post Oak Blvd, Suite 400

Houston, TX 77056-4499